

SUPPLIER NON-EXCLUSIVE MASTER SERVICE AGREEMENT

THIS SUPPLIER NON-EXCLUSIVE MASTER SERVICE AGREEMENT (hereafter referred to as the "Agreement") is made and entered into by and between Staff Management Solutions, LLC f/k/a Seaton LLC (d/b/a Staff Management) ("Staff Management") and **NOOR STAFFING GROUP LLC DBA J.D. & TUTTLE HOSPITALITY STAFFING**, a supplier. Throughout this Agreement, Staff Management and Supplier are sometimes jointly referred to as the "Parties" or independently referred to as the "Party." This Agreement incorporates by reference all SOW(s), exhibits, attachments and schedules attached thereto, along with any other exhibits, attachments, schedules and amendment subsequently put into effect by Staff Management or the Parties.

1. Purpose.

Staff Management is in the business of, among other things, providing management services to its clients with respect to the procurement of temporary labor services, including the management of Supplier's use of a related internet-based order and invoice management system (the "Vendor Management System" or "VMS," as defined below). Staff Management has been retained as the procurement manager with respect to the procurement of temporary labor services by ARAMARK Food and Support Services Group, Inc. ("Client" or "Aramark"). Staff Management has entered into an agreement with Client concerning the provision of these centralized management services in connection with Client's use of temporary personnel ("Temporary Workers" as defined below). Supplier seeks to provide the Temporary Workers to Client by entering into this Agreement with Staff Management for purposes of becoming a non-exclusive Supplier of Temporary Workers to Client as may be requested by Staff Management on the terms and conditions set forth in this Agreement, the Statement of Work ("SOW" as defined below), and any attached Exhibits, Attachments and Schedules or other Related Agreements (as defined below).

2. Definitions

When used in this Agreement, the following capitalized terms shall have the following meanings:

- a) Client – Staff Management's customer purchasing Temporary Staffing Services supplied by Supplier
- b) Client Location or Client Site – Temporary Worker's physical or assigned location while providing temporary Services to Client.
- c) Convert/Conversion - a situation in which Client hires a Temporary Worker as a full-time employee and the Temporary Worker leaves the employment of Supplier to take that full-time position with Client. The date of conversion shall be the start date that the Temporary Worker becomes an employee of Client.
- d) Marks - a Party's name, corporate logo, trade name and trademarks.
- e) On/Off-Boarding - the process and procedure of assigning/removing a Temporary Worker to a position specified in a Work Order.

- f) Personnel - Supplier's employees, agencies, Subcontractors, agents, workers and any and all individuals assigned by Supplier to perform the Service(s) other than employees assigned to Client location.
- g) Related Agreements- any agreement required to be executed by a Temporary Worker prior to being on-boarded to an assignment, the Statement of Work executed by the Parties, any required confidentiality agreements, license agreements, and any other supplemental agreement(s) executed as a result of the relationship established by this Agreement.
- h) Service(s) - the staffing temporary labor services procured by Staff Management for the benefit of its Client which are detailed in this Agreement and Related Agreements, as amended from time to time in accordance with this Agreement.
- i) Single Point of Contact ("SPOC") - the employee or team designated by each respective Party as a single point of contact for purposes of the administration and operation of this Agreement, including but not limited to (a) the placement and filling of Work Orders, (b) the processes for screening and On/Off-Boarding of Temporary Workers, (c) the direction and management of the Temporary Workers, and (d) the invoicing of, and payment for, the Services of the Suppliers and Temporary Workers.
- j) Statement of Work or "SOW"- the specific terms and conditions for Supplier providing Services to Staff Management's Client to be subsequently executed, in addition to this Agreement, between Staff Management and Supplier. The Parties may execute multiple SOWs depending on the needs of the Client. Upon execution by all Parties, any SOW(s) become a part of this Agreement without the requirement of any additional amendments.
- k) Subcontractor – means independent agents, consultants or other non-employee service providers retained by Supplier to provide Services under this Agreement.
- l) Temporary Worker – Supplier's employees assigned to work at Client Location by Supplier to perform any authorized Services for Client.
- m) Vendor Management System or "VMS" - the web-based application and any related services provided by VMS to Client, Staff Management and Supplier to facilitate the management over the World Wide Web of Client's relationships with Supplier and the Temporary Workers. The Vendor Managed System will be utilized by Staff Management for the acquisition, tracking, reporting and billing of Services for Client.
- n) Work Product - all documentation, analysis, flowcharts, notes, outlines, formulas, processes, algorithms, ideas, inventions, know-how or techniques, and any other information, or materials developed by either Party and provided by one Party to the other Party in order for each Party to fulfill its obligations under this Agreement (including, without limitation, information about contractors, Temporary Workers and Permanent Placements represented by Supplier such as names of recruits, contact information, rate information, etc.).

o) Work Order - any work requisition delivered by Staff Management to Supplier in accordance with this Agreement specifying Services to be performed by Supplier for Client at Client's Location as specified in the Agreement and any applicable SOW.

p) Work Order Approval - Supplier's approval and acceptance of a Work Order.

3. Relationship Established

- a) Supplier acknowledges and agrees that it is, and at all times shall act as, an independent contractor and not as an employee, partner, joint venture or agent of Staff Management or Client. Supplier further acknowledges and agrees that unless otherwise instructed in writing, it shall not represent itself as the agent or legal representative of Staff Management or Client for any purpose whatsoever.
- b) Supplier acknowledges and agrees that as an independent contractor, neither it nor any of its employees or the Temporary Worker(s) shall be eligible for any Client or Staff Management wages or employee benefits, including, but not limited to, vacation, medical, dental or retirement benefits. Upon request by Staff Management, Supplier shall require all of its Temporary Workers to execute an acknowledgment to that effect.
- c) It is expressly understood and agreed that for all purposes, including but not limited to workers' compensation insurance, unemployment insurance, FICA, and federal and state tax withholding, Supplier is performing services under this Agreement as an independent contractor.
- d) All Temporary Workers shall be and remain employees of the Supplier. Independent contractors, Subcontractors and consultants to Supplier are not permitted to serve as Temporary Workers. All Temporary Workers shall not be deemed to be employees of Client or any Client's client. In no event shall Client or Staff Management be required to pay any wages, provide any benefits or make any payroll tax withholdings or payments to or on behalf of any Temporary Workers. Supplier shall be responsible for ensuring that there is worker's compensation and unemployment compensation coverage as required by applicable law for all Temporary Workers supplied by Supplier to Client, and Client shall have no obligation to provide or otherwise ensure such coverage. All Temporary Workers shall be paid by Supplier, and Supplier shall be responsible for ensuring that all Temporary Workers are compensated in accordance with applicable federal, state and local law, including wage and benefit requirements. In that regard, Supplier retains exclusive control over the rate and method of payment of wages to all Temporary Workers, including regular rate of pay and classification of positions as exempt or non-exempt, and Client shall have no control over, or input into, such decisions. Supplier shall also be solely responsible for tracking hours worked by Temporary Workers, whether such hours are worked pursuant to this Agreement and/or pursuant to any other agreement Supplier has with any other entity or individual, and for paying such Temporary Workers all straight time and overtime and other wages or other compensation earned to which they are entitled under applicable federal, state and local law, including minimum wage and where applicable, living wage or other wage and/or benefit(s) as required by applicable law.
- e) Neither Supplier nor its Personnel or Temporary Workers have the authority to bind Staff Management or Client to any obligation to third parties, nor shall Supplier, its Personnel or its Temporary Workers hold themselves out as having such authority. Neither Staff Management

or Client nor their employees or agents have the authority to bind Supplier to any obligation to third parties, nor shall Staff Management, Client, their employees or their agents hold themselves out as having such authority.

- f) Supplier acknowledges and agrees that in entering into this Agreement, Supplier shall be providing Services for the benefit of Client. Accordingly, Supplier agrees that Client is an intended third party beneficiary of all of Supplier's obligations under this Agreement.
- g) Neither Party can use the other Party's nor Client's Marks except as provided herein. Neither Party may use the other Party's Marks, nor may Supplier use Client's Marks unless Supplier has received prior written approval of the other Party or Client. Any such approval must be obtained on an item-by-item basis. Any use of a Party or Client's Marks by the other shall inure solely to the benefit of the owner of the Marks. Neither Party shall acquire any ownership rights or interest in the other Party or Client's Marks by such pre-authorized use, and neither Party shall at any time, dispute the other Party's or the Client's ownership rights to its Marks.
- h) Neither Party will do anything which would tend to discredit, dishonor, reflect adversely upon, or in any manner injure the reputation of the other Party, Client, or Client's clients.
- i) Nothing herein requires Staff Management to utilize Supplier for any Services, nor does it preclude Client or Staff Management from obtaining competitive Services from any other person, supplier or other entity, and Staff Management does not commit to any minimum volume or fee.
- j) Upon execution of this Agreement, the Parties shall execute any other Related Agreements as necessary to fulfill the obligations of this Agreement. During the term of this Agreement, the Parties may execute multiple SOWs depending on the needs of the business and the Client.
- k) Employment of Temporary Workers by Staff Management. Neither Staff Management nor Client shall have any liability or other obligation to Supplier if a Temporary Worker applies for a position with Staff Management or Client, whether via Client's web-based recruiting activities, such as www.aramark.com/careers, job fairs, or other job advertising, or otherwise. Before Client will employ a current or former Temporary Worker, the Temporary Worker is required to complete a Client employment application and successfully complete the hiring process, including passing any pre-employment screenings that are required. Any Temporary Worker who is offered employment with Client will receive an offer that is conditional on passing all required pre-employment screenings. If a Temporary Worker does not pass one or more of these screenings, as determined by Client in its sole discretion, then the Temporary Worker may be precluded from any further assignments by the Supplier to a Client Location.
- l) Unless required by law or otherwise approved by Staff Management, Supplier will communicate directly and exclusively with Staff Management with respect to any Services provided under this Agreement or in relation to the Temporary Workers and will not communicate directly or indirectly through a third party with Client regarding such matters.

4. Term of Agreement & Termination

- a) This Agreement shall commence on 3/21/15 (the "Effective Date") and continue until terminated by either Party as set forth below.
 - b) Notwithstanding the foregoing, this Agreement may be terminated forthwith by either Party upon the occurrence of any of the following, effective immediately upon receipt of written notice:
 - i. The other Party commits any act of fraud, gross negligence or willful misconduct in connection with the Services rendered hereunder;
 - ii. If any proceeding in bankruptcy or in reorganization or for the appointment of a receiver or trustee or any other proceedings for the relief of debtors shall be instituted by the other Party, or if such a proceeding is brought involuntarily against the other Party and is not dismissed within a period of 30 days from the date filed, or if the other Party shall make an assignment for the benefit of creditors;
 - iii. A material breach of the terms of this Agreement which breach is not remedied by the other Party to the terminating Party's reasonable satisfaction within 15 days of the other Party's receipt of notice of such breach from the terminating Party;
 - iv. Termination (or other cancellation) of the Agreement between Staff Management and Client.
 - c) Staff Management shall have the right, in its discretion and for any or no reason, to terminate this Agreement upon 30 days' notice to Supplier. Any such termination shall be without any further liability hereunder, except for payments for Services rendered by Supplier prior to the date of termination. Supplier shall have the right to terminate this Agreement upon 90 days notice to Staff Management. In the event Supplier terminates this Agreement or Staff Management terminates this Agreement in accordance with Section 4(b), Supplier will: (i) waive any conversion or buyout fees for Temporary Workers on assignment with Client if Staff Management or Client choose to transition such Temporary Workers to work directly for Client or through a different supplier, and (ii) not remove any Temporary Worker assigned to a Client Location.
- Any Related Agreement(s) shall terminate upon the termination of this Agreement except as to terms that are intended to survive such termination as noted in the relevant Related Agreements.
- d) All books, records, papers, catalogs, compilations of information, drawings, correspondence, recordings, software, stored data, tools, instruments, equipment and the like, including copies and duplicates, that Supplier and Supplier's Personnel and Temporary Workers develop or which comes into Supplier's, Supplier's Personnel or Temporary Worker's possession during the term of this Agreement, which relate to any aspect of Staff Management or Client's business, whether of a public nature or not, whether including confidential information or not, and not merely a personal item of a general professional nature, is and shall remain the property of Staff Management or Client and shall not be removed from Staff Management or Client's premises by Supplier, Temporary Workers or Supplier's Personnel unless required in the course of rendering Services on behalf of Staff Management and Client or unless expressly authorized to do so in

writing. Supplier shall promptly deliver all such materials to Staff Management upon termination of their assignment to Client, or at any time as Staff Management requests.

- e) In the event of a termination of this Agreement, Supplier will allow for a smooth and successful transition and assist in the transition to any third party of Staff Management's choosing. Supplier will immediately provide such assistance as necessary transition support, which shall include, without limitation: (i) transfer of all Client related information including without limitation, data, reports, and process maps, (ii) transfer of all documentation and Staff Management Work Product to Staff Management or its designated parties. Failure by Supplier under this Section shall be material breach of this Agreement.
- f) Termination or expiration of this Agreement will not affect any of the Parties' rights or obligations that are intended by the parties to survive such termination or expiration.

5. VMS Licenses and Software Applications

- a) Client has contracted with a third party provider ("Software Provider") to provide Staff Management, Client, and Supplier a Vendor Management System (as defined in Section 2) and related services (such technology and services, individually and collectively are referred to as "VMS") to fulfill staffing requisitions pursuant to SOWs and Work Orders. Client desires to provide access and use of the VMS to Supplier to assist Supplier in (i) responding to contingent labor and/or permanent placement requests from Staff Management's Client (ii) contracting with Staff Management for the provision of Temporary Workers or Permanent Placement workers, (iii) using the VMS for on-line time, expense and project milestone entries (as applicable) for Temporary Workers providing Services for Staff Management's Client, (iv) using the VMS for on-line Permanent Placement fee agreements, (v) receiving various reports related to Supplier's performance and financial information at Staff Management Client Location and (vi) for any other future uses that may be developed and required to perform under this Agreement.
- b) With respect to Temporary Workers, once a Supplier has executed all required Related Agreements, and the Client desires to engage a particular Temporary Worker represented by Supplier, Staff Management and Client will utilize the VMS to generate Work Order Approvals and agree upon a Work Order between them, which will set forth the detailed information regarding the Temporary Worker's name, work/project assignment (including job description or project deliverable and duration), bill rate or milestone payment structure, and any other information relevant to the assignment of the particular Temporary Worker for the given assignment or Work Order.
- c) Subject to the terms and conditions of this Agreement (including, without limitation, the payment of any applicable VMS fee as set forth in any SOW or fee schedule agreed to by the Parties, and the agreement of Supplier to provide the VMS with certain information), the VMS will provide Supplier with access to the VMS system during the Term of this Agreement to access and use the VMS, solely in connection with the purposes described in this Agreement and any applicable SOW.
- d) In addition to and without limiting the foregoing, Supplier grants Staff Management and Client a limited, non-exclusive, non-sub-licensable, non-transferable license to use any and all

aggregated, non-personally identifiable data collected by Staff Management or Client with respect to metrics of Temporary Worker performance in connection with this Agreement.

- e) Supplier shall enter into any additional licensing agreement that may be required by Software Provider, Staff Management or Client with respect to Supplier's use of the VMS. Upon termination of this Agreement for any reason, Supplier's license to access and use the VMS will cease and it shall be used only for the completion, if necessary, of any then outstanding invoices and reports.
- f) Supplier acknowledges that the VMS and its structure, organization, and source code constitute confidential, proprietary, or valuable trade secrets of Client and/or Software Provider. Unless otherwise expressly permitted in writing, Supplier shall not itself attempt, and shall not permit or encourage any third party, to: (i) modify, adapt, alter, translate, or create derivative works of or from the VMS or accompanying documentation; (ii) merge the VMS with other software; (iii) sub-license, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the VMS or accompanying documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for or other proprietary information or trade secrets from the VMS; or (v) otherwise use or copy the VMS or the accompanying documentation. Supplier must not remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of Client or Software Provider and its licensors and Supplier on or within the copies of the VMS and the accompanying documentation furnished by Staff Management, Software Provider or Client to Supplier.

6. Supplier Duties

- a) Supplier will appoint a Single Point of Contact ("SPOC") to be available seven days per week and twenty-four hours per day (with a cell phone during non-office hours) to handle any concerns or issues regarding Supplier and the Temporary Worker(s). The SPOC will make a good faith effort to provide a minimum of a one-hour response to voice messages. Supplier and/or Staff Management's respective account managers will contact each other on an as needed basis to discuss any open issues.
- b) Client requires a local representative for locations that have 20 or more workers. Supplier will designate a group lead or an on-site liaison to manage their workforce at no cost to Client.
- c) Supplier will respond to all inquiries related to business operations within a timely manner and urgent issues within one (1) business day of notification. Except as may otherwise be required in event of emergency, all contacts and communications arising out of or related to this Agreement and the provision of Services at Client Location shall be addressed exclusively to Staff Management and not to Client directly.
- d) Prior to being placed at Client's Location, Temporary Workers are required to submit various documents to Supplier, undergo certain screening such as background check and drug screening, sign separate agreements, show proof of certain certifications (if required, e.g. TIPS, Servsafe), and pass certain test(s) per the requirements of Staff Management and/or Client's process and procedures for on-boarding Supplier's Temporary Workers. Supplier is to maintain all employment records, including but not limited to Temporary Worker applications, I9 forms, W4

forms, background check results forms and drug test compliance and results forms, signed Client Confidentially agreement (if necessary), and, when applicable, signed confirmation of safety training as provided by Supplier and approved by Staff Management on behalf of the Client.

- e) If required by Client, Supplier shall cause Temporary Workers to execute the NDA and Assignment of Intellectual Property Agreement attached hereto as Exhibit D. From time to time, Supplier may be required to cause its Temporary Workers to sign additional agreements depending on the Work Order, such as confidentiality agreements and/or other Related Agreements.
- f) Supplier shall comply with and shall cause its Personnel and Temporary Workers to comply with the Client Standards set forth in the SOW, Exhibit A and with Clients' Data Security Requirements set forth on SOW, Exhibit B, which Staff Management may update or otherwise modify from time to time upon written notice to Supplier. Supplier shall also comply (to the extent applicable) and cause its Personnel and Temporary Workers to comply, with any of Client's clients' standards and policies relevant to the Temporary Worker's assignment at a Client Location.
- g) Supplier, at its own expense, shall be required to conduct, a background check and drug screening of each of its Temporary Workers prior to placing such working at Client Location and per the requirements of Client and its clients. Supplier shall perform all such screening per the terms of the SOW, Exhibit A to this Agreement. Staff Management may from time-to-time amend the SOW, Exhibit A by giving written notice to Supplier pursuant to this Agreement. The Parties acknowledge and agree that any such notice shall become part of this Agreement and shall amend this Agreement without a written amendment. Neither Staff Management nor Client will pay Supplier for any services provided by a Temporary Worker who had not undergone the requisite background check or drug screening consistent with the terms of SOW, Exhibit A.
- h) Supplier will be solely responsible for interviewing and hiring all of its employees who will be considered for assignments under this Agreement. Supplier will utilize any skills testing program as may be required or defined by Staff Management or Client, as part of its recruitment and selection process of Temporary Workers. In order to qualify for placement with Client, candidates may be required to achieve a score determined by Staff Management in its sole discretion.
- i) Supplier will provide any prospective Temporary Worker with training and informational materials addressing, among other things, (i) workplace harassment and anti-discrimination policies, (ii) making or receiving requests for disability accommodation, (iii) health and safety issues and (iv) general orientation and task training; (v) Client's policies and procedures to the extent provided in writing, and (vi) any relevant policies of Client's client(s) to the extent provided in writing. All Temporary Workers must comply with such policies and Supplier shall have procedures in place to ensure that Temporary Workers comply with such policies. Supplier and Staff Management will jointly determine the timing, duration, subject matter, materials and logistics for such training.
- j) As of the Effective Date of this Agreement, Supplier shall submit the Temporary Workers' documents and follow the process and procedures outlined in the SOW of this Agreement. Staff

Management, from time-to-time, may require Supplier to submit additional or amended documentation by giving written notice to Supplier pursuant to this Agreement. The Parties agree that any such notice will be adequate to require Supplier to agree to the amended documentation including policies, procedures, temporary worker agreements and related documents and such amended documentation shall become part of this Agreement. Supplier shall fully cooperate with Staff Management in providing any documentation requested by Staff Management. All documentation will be provided within three business days of Supplier's receipt of such request unless otherwise stated on such request.

- k) Supplier and not Client or Staff Management, shall maintain all employment, personnel, wage/time/break records and other records required by applicable law, for the Temporary Workers. During the term of this Agreement and for a period of three (3) years after termination, Staff Management, Client, or their designated representatives shall have the right, at reasonable times and upon reasonable notice, to inspect Supplier's books and records, including all records pertaining to this Agreement and the provision of Temporary Workers to Client to verify compliance with this Agreement to the extent permitted by law. Supplier shall retain all such records for a period of three (3) years following the termination of this Agreement, except where a longer retention period is required by law in which case Supplier shall comply with its legal obligation.

7. Staff Management Duties

- a) As permitted by law, Staff Management and/or Client shall have the right to reject any Temporary Worker that does not meet Client and Staff Management's criteria. In addition, Supplier shall remove any Temporary Worker whom Staff Management, Client or any Client's client requests be removed for any legal reason, with or without cause, and with or without prior notice. Staff Management's Client' or Client's client's rejection or removal of a Temporary Worker, and Staff Management's termination of its relationship with any Temporary Worker, shall have no effect on the Temporary Worker's relationship with Supplier and shall not be construed as Staff Management, Client or Client's client requiring or encouraging Supplier to terminate its relationship with the Temporary Worker. Rather, the Temporary Worker may continue to perform work for other Supplier clients or for Supplier, and the Supplier retains exclusive control over all disciplinary and termination decisions pertaining to Temporary Workers. Staff Management, Client and Client's client shall have no control over, or input into, any such decisions.
- b) Staff Management and Client shall have the right to review some or all of the Temporary Worker employment documentation, including without limitation, background check information and drug screenings, at any time, with reasonable notice, in order to validate Supplier's compliance with the terms of this Agreement and Supplier shall have obtained the required consent from its Temporary Workers to allow for the sharing of such information.
- c) Compliance with Staff Management and Client's requirements under this Agreement are an integral part to the safety of all workers affected by the relationship created by this Agreement, and an integral part to the success of the Party's business relationship. Staff Management may perform compliance reviews to determine Supplier's compliance with one or more of the terms of this Agreement and any Related Agreements. Staff Management and/or Client may require

Supplier to meet certain minimum standards for purposes of compliance with this Agreement depending on the nature of the work and the terms of the applicable SOW. Therefore, upon the execution of any applicable SOW, Staff Management shall, in writing, communicate to Supplier all compliance requirements. In the event that Supplier fails any compliance requirements, Staff Management and/or Client may seek to enforce certain consequence to either remedy the non-compliance or compensate Staff Management and/or Client. Neither the performance nor closure of a compliance review shall be deemed to be a waiver by Staff Management or Supplier of other rights they may have under this Agreement.

- d) Neither Staff Management's nor Client's inspection, failure to inspect, payment, failure to pay, or acceptance of any Services provided by Supplier shall preclude Staff Management or Client's right to reject nonconforming or inadequate Services provided by Supplier, to revoke acceptance of the same, or to exercise any other right or remedy granted herein or by law. Such rights will inure to Staff Management or Client notwithstanding Staff Management or Client's knowledge of the defect, the substantiality of the defect, and the ease of the discovery of the defect, or Staff Management or Client's failure to earlier reject the Services or revoke its acceptance. Supplier warrants that the Temporary Worker will meet Client's requested requirements and qualifications. If Client or Staff Management is not satisfied with a Temporary Worker, for any reason, within the first two days of such Temporary Worker's assignment, Supplier will not charge for the first two (2) hours of the unsatisfactory Temporary Worker's assignment and will replace the Temporary Worker immediately.

8. Hourly Rates and Overtime, Invoices and Payment, Conversion of Temporary Workers

- a) Supplier shall be responsible to comply with all applicable Federal, state and local laws and regulations, including wage/hour and wage payment laws and regulations, Wage Orders, living wage ordinances, prevailing wage laws and the Federal Service Contract Act. Notwithstanding the foregoing, Client shall notify Supplier and Staff Management of the applicability of any prevailing wages that are contractual in nature or Federal Service Contract Act.
- b) No Temporary Worker shall work overtime or holidays unless approval has been granted by Client as set forth herein.
- c) Subject to Client's payment to Staff Management for Supplier's Services, Staff Management shall pay to Supplier, the applicable hourly rate set forth on the SOW, **Exhibit E** (the "Pricing Schedule & invoicing") (or such other rate as may have otherwise been agreed upon in writing by an authorized representative of Client), multiplied by, the number of the total number of labor hours worked by the Temporary Worker at that Client Location less the MSP Fee as defined in the SOW, Exhibit E.

If Supplier determines that a Temporary Worker has incurred daily or weekly overtime based on time worked solely at one or more Client Locations in Supplier's work week, and such overtime was approved in advance by the Client Location where the overtime was incurred, then Staff Management shall pay the amount calculated under Section 8.c above, plus a premium attributable to such overtime. The premium attributable to such overtime shall be equal to: (a) the labor hours worked by the Temporary Worker in excess of 40 (and/or in excess of any daily

overtime requirement, if applicable), multiplied by, (b) the Temporary Worker's actual hourly wage, multiplied further by, (c) 0.5 (i.e. one-half the straight-time rate).

- d) Supplier agrees to bill Staff Management in accordance with the applicable SOW between the Parties and per Exhibit E of this Agreement. Supplier shall be solely responsible for the accuracy of all invoices submitted to Staff Management, including clear identification of the inclusive dates of the work week to which the applicable invoice relates, and clear designation of the basis any overtime charges.
- e) Supplier agrees that, absent fraud, invoices shall be deemed final and not subject to further adjustment by the Supplier thirty (30) days after the ending date for Services rendered under the invoice.
- f) If, pursuant to the United States bankruptcy laws or similar state laws, Staff Management is ordered to repay to Client (or its successors in interest) money that was paid by Client to Staff Management, which Staff Management in turn paid to Supplier for Services delivered to Client, then Supplier shall, upon Staff Management's demand, refund that amount of money to Staff Management. These amounts include, without limitation, amounts deemed "preferential payments."
- g) All invoicing processes terms and conditions shall be set forth in the SOW and shall survive the termination of the SOW.

9. Taxes & Compliance

- a) Supplier assumes all responsibility for all contributions, taxes and assessments with respect to its Temporary Worker(s) under all applicable federal, state and local laws (including withholding from wages of Temporary Workers where required). Supplier warrants that it will comply with all applicable federal, state or local laws or regulations applicable to Supplier as an employer, including those laws or regulations regarding compensation, hours of work or other conditions of employment. Supplier shall fully comply with Immigration and Naturalization requirements concerning verification of eligibility to work in the United States, and all employment eligibility verification through Department of Homeland Security e-Verify/Basic Pilot Program will be conducted and records held on file prior to placement of any Temporary Worker. Supplier represents and warrants that it has complied, and will comply, with all applicable federal, state, and local laws, rules, regulations and requirements, including but not limited to: wage and hour, Foreign Corrupt Practices Act, OSHA and all other labor laws. Supplier also represents and warrants that it shall be solely responsible for the payment of all wages, fringe benefits, social security, unemployment and other taxes applicable to the performance of Services under this Agreement by its Temporary Workers.

Supplier shall be solely responsible for ensuring the provision of health plan coverage for its employees, including Temporary Workers, providing services to Client or its subsidiaries, affiliates, or Client's clients, to the extent required by, and in accordance with any applicable laws and regulations, including the Patient Protection and Affordable Care Act ("ACA"). In no event shall Client or Staff Management be considered the common law employer or a joint employer of Personnel for purposes of the ACA. Suppliers agrees to be liable for and indemnify

and hold harmless the Client, Client's clients, and Staff Management and their respective affiliates, subsidiaries, and agents from and against any damages, administrative costs, regulatory fees and charges, taxes, and/or penalties arising out of or relating to Supplier's failure to comply with the laws governing the provision of health coverage, including the ACA.

- b) Notwithstanding any other provisions of this Agreement, if it should be determined that Staff Management is legally required to make deductions from any amounts owed to Supplier under this Agreement (e.g., withholding taxes, social security contributions, etc.), Staff Management shall have the right to do so.
- c) This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, rules, regulations, and court orders, and governmental agency orders. If a court or governmental agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, or if Staff Management determines in good faith that this Agreement or a provision of this Agreement is inconsistent with, or contradictory to any law, court order, rule or regulatory requirement, this Agreement or that provision of this Agreement shall terminate. If a provision of this Agreement is so terminated and the Parties mutually agree that they legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement will continue in effect, otherwise this Agreement shall terminate upon the effective date of the termination of the provision.

10. Representations and Warranties

Supplier represents and warrants on an ongoing basis that:

- a) Supplier will comply with, and will implement measures to require compliance by all Temporary Workers, with all Client and Staff Management policies and procedures, including but not limited to observing and abiding by the working hours, working rules, safety and security procedures established by Client.
- b) Services provided by Supplier will be performed in a good and workmanlike manner by skilled and qualified Temporary Workers in accordance with the highest industry standards.
- c) Supplier will comply with, and will implement measures to require compliance by all Temporary Workers with requirements set forth in any Related Agreements.
- d) To the fullest extent permitted by law, Supplier warrants that it shall grant Staff Management access to Supplier's records related to this Agreement in order to permit Staff Management to regularly review and assess Supplier's compliance with this Agreement. Failure by Supplier to cooperate fully, to maintain complete records, or to provide accurate and complete documentation to Staff Management shall constitute a material breach of this Agreement and may result, in Staff Management's discretion, termination of this Agreement. Supplier acknowledges and agrees that Staff Management shall:
 - i. have the right to conduct regular (no more than quarterly) quality control checks of Supplier's records;

ii receive confirmation from Supplier within no more than 48 hours that newly hired Temporary Workers have been processed using E-Verify to ensure – prior to assignment to Client -- their legal capacity to work in the United States.

11. Indemnification

- a) The obligations set forth in this Section 11 shall survive the termination or expiration of this Agreement.
- b) To the fullest extent permitted by law, Supplier shall defend, indemnify and hold harmless, Client, Client's clients, Staff Management, all of their respective parents, affiliates and subsidiaries, and all of such entities' respective directors, officers, employees and agents, from and against any and all claims, demands, suits, investigations, administrative proceedings, losses, settlements, damages, liabilities, fines, penalties, costs, attorneys' fees and expenses to the extent related to or arising out of: (a) the performance of this Agreement in effect at the time of signing of this Agreement or hereinafter adopted, (b) any act or omission of Supplier and/or Supplier's employees, Personnel, or the Temporary Workers and (c) any injury or death to the Temporary Workers while such employees are providing services for Client, except with respect to Client's gross negligence or willful misconduct. Without limiting the foregoing, Supplier's obligations shall include all losses, settlements, damages, liabilities, fines, penalties, costs, attorneys' fees, and expenses in connection with any claim, demand, suit, investigation, administrative proceeding, or settlement by, on behalf of, or related to any prospective, current or former Temporary Worker or independent contractor including any claim, demand, suit, investigation, administrative proceeding, or settlement to the extent arising out of or related, in whole or in part, (i) to the assertion by any current or former Temporary Worker or independent contractor that he or she was employed, jointly or otherwise, by Client, and Client's client or any of the other indemnified parties, or (ii) the employment relationship between Supplier and any Temporary Worker or the termination of such relationship, including claims relating to Supplier's hiring policies and decisions, claims for payment of wages or benefits, claims relating to meal or rest periods, claims relating to wage statements or the timely payment of wages, claims for penalties, claims asserted under a Wage Order, workers' compensation except with respect to Client's gross negligence or willful misconduct, ERISA, unemployment compensation, or other applicable law, rule or regulation, claims relating to the handling and processing of any and all immigration issues and requirements, and claims for Supplier's harassment, discrimination, disability accommodation, retaliation, or wrongful termination of any kind. Supplier acknowledges that Client retains the exclusive right to select its own counsel to defend it in connection with any proceeding or dispute subject to this paragraph and that Supplier shall reasonably cooperate with Client in the defense of such proceeding or dispute. Supplier further agrees that if Client is named as a defendant in any action or proceeding relating to Temporary Workers, Supplier shall use its best efforts to immediately seek dismissal of Client from the matter consistent with applicable law and regulation; and if Client is not a defendant in such action or proceeding, Supplier shall use its best efforts to ensure that Client is not brought into such action or proceeding, consistent with applicable law and regulation.

- c) Each party shall promptly notify the other of the assertion of any claim potentially subject to a claim for indemnification under this Agreement. Failure to so notify shall not relieve Supplier of its obligations hereunder except to the extent such failure actually and materially caused prejudice. Consent of the indemnified party shall be required for any settlement that (i) imposes any executory obligations on the indemnified party; (ii) does not unconditionally release the indemnified party; or (iii) constitutes any form of a binding admission by or on behalf of the indemnified party.

12. Insurance

- a) Prior to the performance of any service hereunder by Supplier, Supplier shall at its own expense procure the following insurance coverage for the benefit and protection of Staff Management and Client, which insurance coverage shall be maintained in full force and effect until all of the Services are completed and accepted for final payment:
 - i. Workers' compensation insurance as required by law or regulation for statutory limits, as well as employers' liability insurance, with minimum limits of \$1,000,000 per accident for bodily injury, \$1,000,000 policy limit by disease, and \$1,000,000 per employee for bodily injury. If there is an exposure of injury to the Supplier's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims;
 - ii. Commercial General Liability- Minimum limits of \$1,000,000 per occurrence, \$2,000,000 in the general aggregate, and \$2,000,000 in the aggregate for products/completed operations. Products/completed operations coverage shall be maintained for a minimum of three (3) years after completion of the services. General Liability shall be written on an occurrence basis, including premises and operations, products and completed operations, blanket contractual liability, broad form property (including completed operations), explosion, collapse and underground hazards, liquor liability (either in the General Liability or on a separate policy) and independent contractors.
 - iii. Automobile liability insurance which shall include bodily injury, property damage and automobile contractual liability coverage for all owned, non-owned, operated, leased, rented, or hired vehicles, with a combined single limit of liability for each accident of not less than \$1,000,000.
 - iv. Employment Practices Liability insurance with minimum limits of \$2,000,000 per claim and in the aggregate.
 - v. Employee dishonesty/ Blanket Crime Insurance covering loss or damage to ARAMARK's or ARAMARK Client's property caused by Temporary Workers, with minimum limits of \$1,000,000 per occurrence.

- vi. Errors and Omissions/Professional Liability insurance in an amount not less than \$1,000,000 per claim and in the aggregate.
 - vii. Excess or Umbrella liability insurance with limits not less than \$5,000,000 per occurrence excess over the Commercial General Liability, Liquor Liability (where applicable) Automobile Liability and Employers' Liability requirements set forth in this Section.
 - viii. Pollution (Environmental) Liability - Where applicable, covering any supplier who works with or uses a material, produces a product or waste considered to be a "hazardous material or waste" under the local, state or federal law/regulation (which includes but is not limited to: flammable explosives, radioactive materials, known carcinogenic materials, volatile chemicals and biological contaminants) in the amount of \$3,000,000 per occurrence and in the aggregate. If coverage is on a "claims made" basis, it must be maintained during the term of the contract/lease and at least three years following its completion/termination;
- b) Supplier shall obtain the aforementioned insurance from insurance companies that have and maintain an AM Best rating of A- or better. The policies referenced in the foregoing clauses shall name Staff Management, Client and Client's Clients and each of their direct and indirect parents, subsidiaries and affiliates (collectively, the "Affiliated Companies") as an additional insured by endorsement. The policies referenced in the foregoing clauses shall contain a severability of interest clause, provide a Waiver of Subrogation on behalf of the Affiliated Companies, and shall be primary insurance in place and stead of any insurance maintained by Staff Management, Client and Client's clients with respect to Supplier's liability under this Agreement. No insurance of Supplier shall be coinsurance, contributing insurance or primary insurance with Staff Management and Client insurance. Supplier shall maintain such insurance in effect until all of the services hereunder are completed and accepted for final payment. If "claims made" policies are provided, Supplier shall maintain such policies without endangering aggregate limits at the minimums stated above in this Section for at least three (3) years after the expiration of this Agreement. All insurance companies, the form of all policies and the provisions thereof shall be subject to Staff Management's prior approval.
- c) Supplier agrees to deliver to Staff Management upon execution of this Agreement original Certificates of Insurance evidencing the insurance coverage herein required. Each such Certificate of Insurance shall be signed by an authorized agent of the applicable insurance company, and shall provide that Supplier or insurance company shall provide not less than thirty (30) days prior written notice of cancellation is to be given to Staff Management prior to cancellation or nonrenewal, shall evidence additional insured status as required herein, and shall state that such insurance policies are primary and non-contributing to any insurance maintained by Staff Management, Client or Client's client. Upon request by Staff Management, Supplier shall provide a copy of each of the above insurance policies to Staff Management. Staff Management shall have the right to designate its own legal counsel to defend its interests under said insurance coverage at the usual rates for said insurance companies in the community in which any litigation is brought.

- d) Supplier hereby releases Staff Management Client and Client's clients, as well as their respective employees, agents, officers, invitees and insurance companies from all liabilities, claims, losses and expenses sustained as a result of injury or death to Temporary Workers while such employees are providing services for Client unless caused by Client's gross negligence or willful misconduct.
- e) Notwithstanding any other provision of this Agreement, the parties acknowledge and agree that, in the course of providing Services, Temporary Workers may be assigned to use vehicles that are owned and solely maintained by Client.
 - i. It is the mutual intent and expectation of the Parties that Client shall maintain insurance on, those Client-owned vehicles used by any Temporary Worker.
 - ii. Such insurance shall provide customary coverage with respect to any claims of injury, death or property damage suffered by any third party or client (such as, but not limited to, traffic accidents or damage to the Client-owned or third party property).
 - iii. In no event shall Staff Management, Client, or their insurers be responsible for: (a) claims of injury or death by any Temporary Worker, whose sole remedy shall be worker's compensation claims against the Supplier; (b) claims arising out of the intentional misconduct of any Temporary Worker; (c) failure by the Supplier to abide by the terms and conditions of the Agreement (including pre-assignment drug tests and background investigation); or (e) the assignment of a unqualified Temporary Worker to operate a Client-owned vehicle. Supplier shall be solely responsible for all such non-covered claims.

13. Confidentiality

Supplier acknowledges that, for purposes of or as a result of performing Services for Staff Management and Client, Supplier, Temporary Workers and/or Supplier's Personnel may be provided or otherwise be exposed to Staff Management or Client Confidential Information (defined below).

- a) As used in this Agreement, "Confidential Information" means all written, visual and oral information and property provided to or made accessible to Supplier, Temporary Workers or Supplier's Personnel by Staff Management or Client, or to which Supplier, Temporary Workers or Supplier's Personnel are otherwise exposed, irrespective of the form of media, that are identified or reasonably regarded as proprietary or confidential by Staff Management or Client or that, under the circumstances surrounding the disclosure or considering the nature of the information, ought in good faith be treated as proprietary or confidential. Staff Management and Client Confidential Information includes, without limitation, trade secrets, strategic plans, prototypes, databases, and information relating to such aspects of Clients' business as products, product designs, recipes, methodologies, inventions, acquisition and divestiture information, equipment information, computer systems and capabilities, financial reports, tolerances, manufacturing methods, processes, techniques, treatment, or composition of materials, plant layout, tooling, marketing and Client data, know-how, and research and development efforts. Staff Management and Client Confidential Information also includes any and all material, information, data, prototypes, products and devices, and all project specific designs, procedures, systems, processes, tooling, equipment, software, firmware, specifications and other items, as are

analyzed, developed or improved through the Services and connected with Staff Management's or Client's business (including business that may result from research and development efforts undertaken), together with all supporting documentation, test and survey results, written materials and any copyrightable material resulting from the performance of the Services. Further, Client Confidential Information includes any information that is confidential or proprietary to Client's clients, affiliates or business partners.

- b) The term "Confidential Information" shall not include information which (a) is or becomes publicly available through no fault of Supplier, Temporary Workers or any of Supplier's Personnel; (b) can be demonstrated as evidenced by business records to have been lawfully known to or developed by Supplier or Supplier's Personnel independently of any disclosure of Client Confidential Information; or (c) is disclosed to Supplier or Supplier's Personnel by a third party who is lawfully in possession of the same and has the right to make such disclosure.
- c) Supplier agrees, on behalf of itself, its Temporary Workers and its Personnel to treat Confidential Information with the same degree of care as Supplier employs with respect to Supplier's information of like importance, provided that Supplier, the Temporary Workers and its Personnel shall use at least a reasonable degree of care. Supplier further agrees, on behalf of itself, the Temporary Workers and its Personnel, to use Client Confidential Information only for purposes of performing the Services under this Agreement. All Client Confidential Information shall remain the property of Client. Client has not granted a license to Supplier, Temporary Workers or its Personnel to use or exploit Client Confidential Information for the benefit of themselves or any third party.
- d) The restrictions and other terms of this Section will continue for as long as the information remains Client Confidential Information, and will survive termination of this Agreement. Upon the written request of Staff Management or Client, Supplier will immediately deliver to Staff Management or Client the Confidential Information and all copies thereof.
- e) The existence and substance of this Agreement constitute Confidential Information. Supplier will not make any press release regarding the existence of this Agreement without the prior written consent of Staff Management.
- f) Supplier agrees to restrict access to all of the Confidential Information within its company to only such limited group of authorized employees, independent contractors or subcontractors who (i) require such information in connection with their activities as contemplated by this Agreement, and (ii) have agreed in writing with Supplier to maintain the confidential nature of all proprietary information - including that of third parties - received by them in the course of their employment or engagement.
- g) All written materials relating to or containing the Confidential Information shall be maintained in a restricted access area and plainly marked to indicate the secret and confidential nature thereof and to prevent unauthorized use or reproduction thereof.

- h) Disclosure of Confidential Information to Supplier hereunder shall not constitute any option, grant or license to Supplier under any patent or other rights now or hereafter held by Staff Management or Client, their subsidiaries, or any of their affiliated companies.
- i) Upon termination of this Agreement, or earlier upon request, Supplier shall deliver all items containing any Confidential Information to Staff Management and Client or make such other disposition thereof as Temporary Supplier may be directed.
- j) Confidential Information does not include information to the extent that Supplier can clearly demonstrate falls within any of the following categories: (a) Confidential Information that as of the time of disclosure to Supplier, was already known to Supplier without obligation of confidentiality, as demonstrated by appropriate documentary evidence antedating the relationship between Supplier and Client; or (b) Confidential Information obtained after the date hereof by Supplier from a third party which is lawfully in possession of such information and not in violation of any contractual or legal obligation to Client with respect to such information; or (c) Confidential Information which is or becomes part of the public domain through no fault of Supplier or its employees.
- k) This Section shall survive termination or expiration of this Agreement.

14. Ownership of Work Product

- a) Supplier acknowledges and agrees that any and all work product of Supplier, Temporary Workers or Personnel under this Agreement, whether tangible or intangible, written or unwritten, including, without limitation, text, computer software, program, photograph, video, multi-media item, or other work of authorship, and instrumentation, inventions, ideas, discoveries, improvements, enhancements, whether or not shown or depicted in writing or reduced to practice, whether or not patentable and including those which may be subject to copyright protection (collectively, "Work Product"), shall belong solely to Client and that neither Supplier nor any Temporary Worker or Personnel shall hold or retain any rights or interests in or to any Work Product.
- b) Copyrights. Supplier acknowledges that any written text, computer software, program, photograph, video, multi-media item, or other Work Product or work of authorship (collectively, "Work of Authorship") prepared by Personnel or Temporary Worker within the scope of Supplier's Services to Client is a "work made for hire" under U.S. copyright laws and that, accordingly, Client exclusively owns all copyright rights in such Works of Authorship. To the extent that any Work of Authorship may not properly be considered a work made for hire, Supplier hereby agrees to assign and will assign to Client all right, title and interest, including the right to secure copyright registration, in and to such Work of Authorship. Supplier agrees to execute such documents as Client may deem necessary from time to time to perfect its rights hereunder. For purposes of this Agreement, "scope of Supplier's Services" means that the Works of Authorship (i) relates to any subject matter pertaining to Supplier's Services to Client, (ii) relates to or is directly or indirectly connected with the business, products, projects or Confidential Information of Client, or (iii) involves the use of any time, material or facility of Client.

- c) Invention. "Invention" means instrumentation, inventions, Work Product, ideas, designs, prototypes, samples, discoveries, enhancements and improvements, whether or not shown or described in writing or reduced to practice (whether or not patentable and including those which may be subject to copyright protection), relating to any of Client's (i) present or prospective research and development, sales or other business activities, (ii) investigations, or (iii) reasonably foreseeable business interests.
- d) Assignment. Supplier shall promptly and fully disclose to Client, and will hold in trust for Client's sole right and benefit, any Invention that Supplier's Personnel or Temporary Worker, during the term of this Agreement, makes, conceives or reduces to practice, or causes to be made, conceived or reduced to practice, either alone or in conjunction with others, that (i) pertains to Supplier's Services to Client or is delivered as Work Product; (ii) relates to or is directly or indirectly connected with the business, products, projects, or Confidential Information of Client; or (iii) involves the use of any time, material or facility of Client. Supplier hereby agrees to assign and will assign to Client all of Supplier's right, title and interest in and to all such Inventions and, upon Client's request, Supplier shall execute, verify and deliver to Client such documents including, without limitation, assignments and applications for Letters Patent, and shall perform such other acts including, without limitation, appearing as a witness in any action brought in connection with this Agreement that is necessary to enable Client to obtain the sole right, title and interest in all such inventions.
- e) No Misappropriation. To the extent that any Work Product may not properly be considered works made for hire, Supplier represents and warrants that Supplier is the owner of the Work Product. Supplier further represents and warrants that, whether or not the Work Product may properly be considered a work made for hire, all Work Product delivered under this Agreement is original to Supplier, the Temporary Workers and Supplier's Personnel, and that the Work Product does not infringe upon any third party rights including, but not limited to, copyright, trademark, patent, trade secret, privacy, publicity, and any other intellectual property rights or legally protectable property rights.
- f) Restriction on Disclosure and License. Supplier, the Temporary Workers and Supplier's Personnel shall not disclose to Client any Work of Authorship or Invention not arising or created pursuant to Supplier's performance under this Agreement, unless such disclosure is specifically described in a Statement of Work. In the event Supplier, a Temporary Worker or Supplier's Personnel disclose any such Work of Authorship or Invention, Supplier hereby grants to Client an unlimited, exclusive, worldwide, transferable, perpetual, irrevocable, and royalty-free license to make, have made, use, exploit, reproduce, distribute copy, display, prepare and have prepared derivative works of, and sell such Work of Authorship or Invention.
- g) Proper Assignment by Personnel/Temporary Workers. Supplier represents and warrants that it has full power and authority to grant Client the rights granted hereunder. Without limiting the foregoing, Supplier further represents and warrants that, , Supplier will provide any notices to and, before any Services are provided, obtain any additional agreements of its Temporary Workers as may be required by state or local law to effect a valid assignment of Works of Authorship and Inventions by the Temporary Workers or Personnel.

15. Compliance with Laws and Affirmative Action/Equal Employment Opportunity

- a) **Employment Law Compliance.** Without limiting any other provision of this Agreement, Supplier shall comply with all applicable federal, state and local laws, including all common law, statutes, regulations, ordinances, wage orders and executive orders applicable to employers, including those relating to wages and pay, meal breaks and rest periods, the handling of food items, equal employment opportunity, discrimination, harassment, disability accommodation, retaliation, whistleblowing, leaves of absence, the payment of social security, unemployment and similar taxes, workers' compensation, government contractor and subcontractor obligations, background checks, drug testing, and the hiring and retention of employees with a right to work in the United States. Supplier acknowledges and agrees that it is solely responsible for ensuring that Temporary Workers are paid for all time worked – including time worked at Client Locations as well as at other locations – consistent with applicable federal, state and local law, including providing accurate wage statements compliant with applicable law, payment for minimum wage, and living wage or other wage specified by applicable law, payment for straight time, overtime, tips, commissions, vacation/paid time off (if applicable) and travel time, and timely payment of the foregoing. All Temporary Workers assigned by Supplier shall be treated as employees of Supplier for all purposes under applicable law and regulation, and shall not be treated as independent contractors. No dispute with respect to payment or other performance by Client or Staff Management shall excuse Supplier from its obligations under this Section or other provisions of this Agreement. Supplier shall provide Staff Management and Client with any information or data necessary for Supplier and Client to comply with applicable laws.
- b) **Supplier Compliance with Immigration Laws.** Without limiting any other provision of this Agreement, Supplier shall comply with the provisions of all immigration-related laws and regulations, including the Immigration Reform and Control Act of 1986 (the "IRCA") with respect to all Temporary Workers supplied to Client Locations, including by confirming the identity of such Temporary Workers and their eligibility to work in the United States within the time periods required by law. Supplier agrees that a Form I-9 has been or will be, as appropriate, completed for each Temporary Worker supplied to perform services for Staff Management within the time periods required by law, and Supplier will not supply any Temporary Worker who has not had a Form I-9 completed, unless the Temporary Worker is supplied less than three (3) business days from his or her first day of employment with the Supplier, in which case Supplier agrees that the Form I-9 will be completed for this Temporary Worker within the time periods required by law. Upon request and to the extent permitted by law, Staff Management and Client shall have the right to review some or all of the Temporary Worker employment documentation to the extent permitted by law at any time, with reasonable notice, in order to validate Supplier's compliance with the terms of this Agreement. Supplier shall indemnify Client and Staff Management for any claims, fines or other liabilities resulting from Supplier's failure to comply.
- c) **Reports of Complaints.** Supplier agrees to provide Staff Management with written notice of any formal or informal complaint made by any Temporary Worker assigned to a Client location alleging harassment, discrimination, retaliation or other unlawful conduct in conjunction with his or her assignment at Client's location. This written notice shall be provided immediately but in no event more than one (1) business day after Supplier becomes aware of the complaint. Nothing

in this section shall be construed to alter the fact that the Temporary Workers provided by Supplier to Staff Management are employed solely by Supplier and not by Staff Management or Client. Supplier shall retain exclusive control over the investigation of any complaints by Temporary Workers and any related disciplinary action for Temporary Workers; provided, however, that where the allegations include any reference to Staff Management Client or Client's client, then Supplier shall notify Staff Management, so that Staff Management may have an opportunity to conduct its own investigation or to cooperate with Supplier in the investigation, as Staff Management determines in its and Client's sole discretion.

- d) Certification. From time to time, Staff Management may request that Supplier sign a certification of Supplier's compliance with applicable law and regulation, and all other provisions of this Agreement, in a form acceptable to Staff Management. Promptly upon receipt of such request, Supplier shall sign such certification, and if applicable, shall disclose any area of non-compliance and the steps Supplier has taken and shall in the future take, to become compliant. In addition, from time to time, Staff Management may request that Supplier provide Staff Management with copies of Supplier's wage/compensation/pay policies and other employment-related policies, and promptly upon receipt of such request, Supplier shall provide such policies.
- e) Equal Employment Opportunity/Affirmative Action. Staff Management and Client are equal employment opportunity employers and all of their employment decisions, policies and practices are made and administered in accordance with applicable federal, state and local equal employment opportunity laws. Supplier affirms that it is an equal employment opportunity employer, that all of its employment decisions, policies and practices are made and administered in accordance with applicable federal, state and local equal employment opportunity law and that all Temporary Workers and candidates for Temporary Worker positions are considered, interviewed, tested, hired and referred to Staff Management on the basis of their individual capabilities and qualifications, consistent with applicable law and without regard to race, color, religion, national origin, age, sex, gender, pregnancy, disability, sexual orientation, gender identity, genetic information, military status, protected veteran status or any other status protected by applicable federal, state or local law. Client is a contractor of the federal government and this Agreement incorporates by reference and is issued pursuant to all applicable Federally-required terms, conditions and clauses.
- f) It is the policy of Staff Management to practice equal employment and career development opportunities in recruitment, recruitment advertising, selection and placement, testing, training programs, promotion, transfer, compensation, facilities, social and recreational programs, layoff, recall and disciplinary actions including terminations. This policy is carried out for all Temporary Workers regardless of race, sex, gender, age, color, religion, creed, marital status, sexual orientation, gender identity or expression, disability, genetic information, national origin or ancestry, protected veteran status, status with regard to public assistance or other applicable legally protected status. Accordingly, Staff Management strongly encourages the referral of qualified Temporary Workers who are female, minority, veterans and/or individuals with disabilities.
- g) Supplier agrees to make a good faith effort to practice equal employment and career development opportunities in recruitment, recruitment advertising, selection and placement, testing, training programs, promotion, transfer, compensation, facilities, social and recreational programs, layoff,

recall and disciplinary actions including terminations. This policy is carried out for all workers regardless of race, sex, gender, age, color, religion, creed, marital status, sexual orientation, gender identity or expression, disability, genetic information national origin or ancestry, citizenship status, protected veteran status, status with regard to public assistance or other legally protected status. Supplier agrees to strongly encourage the referral of qualified workers who are female, minority, veterans and/or individuals with disabilities. Supplier agrees to document its policy as such and provide reports as needed on all such related activities.

- h) Supplier agrees to post its open work positions with the applicable state job services agency or state employment office.
- i) This agreement is subject to the requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A, which are incorporated into this contract/order by reference, as applicable. In addition, this contract/order is subject to the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated herein by reference, as applicable. The latter two regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
- j) Supplier agrees to report to Staff Management in a timely manner information regarding feeder sources for applicant flow.
- k) Supplier agrees to make representation available for full participation in adverse impact compliance reviews and/or any related litigation in the event of a government audit or litigation related to EEO/AA matters, as well as any internal audits related to EEO/AA matters, to the extent that any such internal audits are conducted.
- l) EEO reporting and compliance in accordance with all of the above listed Agreement points may be subject to compliance reviews. Compliance Reviews will include recruiting and hiring practices by specific job position. Compliance reviews will also include all information relating to promotional opportunities and direct hire opportunities.
- m) Before Supplier may assign Temporary Workers to a Client location where services are provided pursuant to a federal contract with E-Verify obligations, Supplier will be required to certify that it participates in E-Verify in compliance with the employment eligibility requirements for federal contractors and subcontractors (FAR Subpart 22.18 and FAR 52.222-54). Upon request by Staff Management or Client, Supplier will provide proof of Supplier's enrollment in E-Verify. The parties agree that this obligation can be satisfied by providing a copy of Supplier's Edit Company Profile page in E-Verify, which can be printed directly from E-Verify.
- n) **CHILD LABOR AND FORCED LABOR.** Without limiting any other provision hereof, Supplier hereby represents, warrants and covenants that it does not and shall not employ children, prison, slave, forced or indentured labor, bonded labor or use corporal punishment or other forms of mental and physical coercion as a form of discipline. In the absence of any national or local law, CLIENT and SUPPLIER agree to define "child" as a person of less than sixteen (16) years of

age. IF LOCAL MINIMUM AGE LAW IS SET BELOW SIXTEEN (16) YEARS OF AGE, BUT IS IN ACCORDANCE WITH EXCEPTIONS UNDER INTERNATIONAL LABOR ORGANIZATION ("ILO") CONVENTION 138, THE LOWER AGE SHALL APPLY. CLIENT has the right to make unannounced inspections, and conduct appropriate compliance reviews of books and records (only as the information relates to this paragraph), of all of SUPPLIER's owned or leased premises to ensure compliance with this Section. SUPPLIER shall comply with any code of conduct or similar policy statement promulgated by CLIENT which shall be incorporated herein by reference.

16. Quality Control Checks

Quality Control Checks Do Not Affect or Transfer Liability. Nothing herein, including but not limited to the right (but not the obligation) to conduct audits or quality checks or, conversely, the actual or alleged failure of Client or Staff Management to take or demand corrective actions based upon such quality checks, does, or shall be construed to make Client or Staff Management responsible for the actions or inactions of Supplier. Supplier acknowledges that, despite such audit or quality checks, Supplier shall be solely responsible for ensuring compliance with all of its contractual and legal responsibilities. Nor, in any event, shall the conduct of, or failure to conduct, a quality check of compliance hereunder, constitute a waiver of, an estoppel with respect to, or any other basis to delay or excuse Supplier from compliance with its obligations under this Agreement. Supplier's obligations shall survive any audit or quality check or the failure of Client or Staff Management to do so.

17. Modification

No modification of this Agreement shall be binding on Staff Management unless agreed to in writing and signed by an authorized Staff Management executive. This Agreement may be amended only by a written agreement between the Parties that expressly amends, terminates or supersedes this Agreement, except as to otherwise stated in this Agreement and its Exhibits.

18. Assignment

This Agreement may not be assigned by Supplier in whole or in part, even by operation of law, in a merger or stock or asset sale, without the express written permission of Staff Management. Any attempt to do so will be null and void. Notwithstanding the foregoing, in the event that Staff Management or Client terminate the Master Services Agreement for any reason, Supplier agrees to an assignment of this Agreement by Staff Management to Staff Management's successor or to Client, in Client's and Staff Management's sole discretion.

19. Successors and Assigns

This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns.

20. Waiver

No failure or delay on the part of either Party to exercise any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy, nor shall any single or partial exercise of any right, power or remedy by any Party preclude the exercise of any other right, power or remedy. No express waiver or assent by any Party to any breach or default in performance of any provision of this Agreement shall constitute a waiver of or assent to any succeeding breach of or default in performance of the same or any other provision of this Agreement.

21. Remedies Cumulative

All remedies provided herein are cumulative and not exclusive of any remedies provided by law or equity.

22. Severability

If any term(s) or provision(s) of this Agreement is/are held void, illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, then such term(s) and/or provision(s) shall be stricken from this Agreement with the remaining portion(s) or provision(s) hereof being unaffected and this Agreement, as modified, shall remain in full force and effect with the parties being bound by the remaining provisions. In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term shall be in any way affected thereby.

23. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to its subject matter. This Agreement (including all the attached Exhibits, Attachments and Schedules) supersedes all prior discussions, whether written or oral, and agreements between the Parties with respect to the subject matter of this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of any contract, service order or other document used by Staff Management or submitted by the Supplier, the provisions of this Agreement shall control.

24. Multiple Counterparts

The original and one or more copies of this Agreement may be executed by the Parties. This Agreement may also be executed electronically and captured in the form of a PDF file. All such executed copies shall have the same force and effect as the executed original, and all such counterparts, taken together, shall have the effect of a fully executed original.

25. Preparation of Agreement

This Agreement shall not be construed more strongly against either Party, regardless who is responsible for its preparation or drafting.

26. Key Performance Indicators

Immediately upon execution of this Agreement, the Parties shall enter into a service level agreement ("SLA") through which the Parties shall: list categories, including but not limited to Staff Management and Client satisfaction, identify key performance indicators; and, define methods and frequency of measuring performance of the services provided under this Agreement. A form of such Related Agreement is attached hereto as SOW, EXHIBIT C, but the actual SLA will be based on the Client's needs, the SOW, other Related Agreements and any measurable indicators of performance that are relevant to the Agreement and Related Agreements. Staff Management and Client, in either party's discretion, shall have the right to remove Supplier from the program based on Supplier performance.

27. Force Majeure

Each Party's performance under this Agreement shall be excused if such non-performance is due to circumstances beyond the Party's reasonable control, including labor difficulties, governmental orders, equipment failure, inability or delay in securing equipment, civil commotion, acts of nature, weather disturbances or weather conditions. Immediately upon such an occurrence, the parties shall begin discussions as to mutually acceptable adjustments to or alternate methods of proceeding with the affected Services, and the impact, if any, on project schedules. If any such delay continues for a period beyond 30 days, and the Parties are unable to agree to acceptable adjustments to or alternate methods of proceeding with the affected Services, then either Party may request that the other Party participate in discussions to establish mutually acceptable terms for the termination of any or all of the affected Services and/or this Agreement.

28. Headings

The headings and captions used throughout this Agreement are for reference and convenience only and shall neither be deemed a part of this Agreement nor affect the meaning or construction of any provision of this Agreement.

29. Governing Law and Choice of Forum

This Agreement is made and delivered in the State of Illinois, and shall be governed by, construed and enforced in accordance with Illinois law. Any lawsuit related to this Agreement or the activities contemplated by this Agreement may only be brought in, and the Parties consent to the jurisdiction of, the United States District Court for the Northern District of Illinois (if Federal jurisdiction applies) or in the Circuit Court of Cook County, Illinois.

30. Dispute Resolution

The Parties desire to resolve disputes, controversies and claims arising out of this Agreement without litigation. In the event of a dispute, and at the written request of a Party, each Party shall appoint a knowledgeable representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. If the negotiations do not resolve the dispute within 30 days of the initial written request, the Parties may pursue available remedies in law or equity.

31. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

32. Notice

All notices required or permitted under this Agreement shall be given by registered or certified mail, postage prepaid, or by a nationally recognized overnight courier service, by facsimile followed by an original sent by mail in accordance herewith, by hand delivery, or by e-mail directed as follows:

Staff Management Solutions, LLC:

Staff Management

860 W. Evergreen

Chicago, IL 60642-2634

Phone: 312-397-3413

Email: aramark-supplier@staffmanagement.com

Noor Staffing Group LLC

DBA J.D. Tuttle Hospitality Staffing

Attention: Jody Doner

Phone: 212.497.9540

E-mail: jody@tuttleagency.com

Address: 295 Madison Ave., 14 FL

New York, NY 10017

33. Conflict of Terms. In the event of a conflict between the terms of this Agreement and any attachments or other documents incorporated herein that cannot be effectively reconciled, the conflict will be resolved in the following order of precedence: (a) the terms of the Agreement, (b) the terms of the Statement of Work, and (c) the terms of any other applicable attachment or document.

EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO, PERFORM, AND EXECUTE THIS AGREEMENT, AND EACH PERSON SIGNING THIS AGREEMENT ON BEHALF OF EITHER PARTY HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO AND EXECUTE THIS AGREEMENT.

IN WITNESS WHEREOF, Staff Management Solutions, LLC f/k/a Seaton LLC (d/b/a Staff Management) and NOOR STAFFING GROUP LLC DBA J.D. & TUTTLE HOSPITALITY STAFFING have caused this Agreement to be executed by duly authorized corporate officers on the date written below.

Staff Management

Supplier Name

By: 

By: 

Janice Weiner

Jody Doner

PRINTED NAME

PRINTED NAME

TITLE VP, Global MSP Operations

TITLE President

DATE: 3/25/15

DATE: 03/24/2015

EFFECTIVE DATE: 3/21/15

TERM

STATEMENT OF WORK

Pursuant to the SUPPLIER NON-EXCLUSIVE MASTER SERVICE AGREEMENT (the "Agreement") entered into by and between Staff Management Solutions, LLC f/k/a Seaton LLC (d/b/a Staff Management), an Illinois Limited Liability Company, ("Staff Management") and NOOR STAFFING GROUP LLC BDA / J.D. & TUTTLE HOSPITALITY STAFFING, a(n) NEW YORK LLC (the "Supplier"; throughout this Agreement, Staff Management and Supplier are sometimes jointly referred to as the "Parties" or independently referred to as the "Party"), the Parties hereby enter into this Statement of Work ("SOW"). All capitalized terms not otherwise defined in this SOW shall have the same meaning as in the Agreement. This SOW is part of the Agreement entered into by the Parties.

This Statement of Work includes the following Exhibits and Schedules:

Exhibit A: Client Standards

Schedule 1: Client Criminal & Background Checks Requirements by State

Schedule 2: Client Background Check Requirements by Line of Business ("LOB")

Exhibit B: Client Data Security Requirements

Exhibit C: Service Level Agreement

Exhibit D: Agency Employee- NDA & Assignment of IP

Exhibit E: Invoicing & Pricing Schedule

1. Scope of Service & Relationship Established

- a) Client has contracted Staff Management as its Managed Service Provider to provide the Staff Management Application (the partnership between Staff Management, IQNavigator, as used by Client as its VMS) , a combination of web-based applications and services, to give Client an end-to-end workforce management solution comprised of (1) a human capital procurement system to identify, source, match, evaluate and procure Temporary Workers on a contract and contract-to-hire basis, (2) a Vendor Management System to provide consolidated invoicing to Client, and act as paying agent to the Supplier; and (3) information and metrics presented as reports.
- b) Client has agreed to use the Staff Management Application as a method for the procurement and management of Temporary Workers at Client Location.
- c) Supplier will utilize the VMS for the purpose of responding to and negotiating with Staff Management's designated personnel regarding Client's job requisitions. Temporary Workers will utilize the web-based application for the purpose of entering their time and expenses where any other system required by Client is not available to Client supervisors
- d) The VMS is comprised of feature functionality which include, without limitation, job requisition approval, job requisition creation and submittal, sophisticated matching, ranking and scoring of Supplier candidates, work order creation, time entry, expense entry, time and expense approval, consolidated invoicing and Supplier payment reconciliation.
- e) Access to the VMS shall be accomplished through desktop browsers. From the World Wide Web, Supplier will utilize a URL address to reach the home page. From there Supplier will select the log-in button which will take it to the log-in page. Staff Management will assign log-ins and

passwords to Supplier personnel to access and utilize the VMS from the log-in page.

- f) Nothing in this SOW shall guarantee that Client will have business or business opportunities for Supplier that it will direct through Staff Management, and Supplier agrees that Staff Management is not obligated to encourage or influence Client to engage Supplier for Temporary Workers from Supplier.

2. Responsibilities of the Parties

- a) Client has agreed to provide detailed job descriptions for each open work position, a list of requirements for such job opening, and all other information which Client deems relevant to such job opening. Based on the foregoing, the VMS will provide Supplier with job descriptions for each open work position, a list of requirements for such open work position, and other information that Staff Management has received from Client and deemed relevant with respect to the job opening.
- b) Upon acceptance by Staff Management of a Temporary Worker submitted by Supplier, Staff Management will notify Supplier. If Supplier accepts Client's offer to have the Supplier fill the open job, the VMS will facilitate the execution of an electronic authorization to start work ("Work Order") for such Temporary Worker. The Work Order will contain the name of the selected Temporary Worker, the applicable standard billing rate, the applicable overtime billing rate (if any), the job site, and the duration of the work assignment. Supplier will use the VMS to negotiate, approve or reject each electronic Work Order. The Work Order will be subject to all points outlined in the Staffing Agreement between Supplier and Staff Management, as well as this SOW. Supplier shall not be paid with respect to any Services performed by any Temporary Worker, unless Supplier shall have received a fully executed work order from Staff Management accepting such Services.
- c) Under this SOW, Staff Management is not obligated to provide services to confirm or verify the skills, experience, or history of Temporary Workers and will assume that any such information regarding a candidate's skills, or experience provided by Supplier is accurate and true. Supplier hereby covenants that it will be responsible for pre-screening of Temporary Workers in compliance with any Client requirements as communicated by Staff Management in the Agreement and other related communications.
- d) If a Work Order is to be performed on premises under Supplier's control, Staff Management shall, at all reasonable times during the period of performance, have access to and the right (but not the obligation) to inspect all Services being performed under the Work Order.
- e) Staff Management reserves the right in its sole discretion to direct Supplier to remove a Temporary Worker from Client's premises or to instruct Supplier not to assign or re-assign such person to work on the Client premises. Such person will be deemed to be on the "Do Not-Re-Assign" List or "DNR". Under these conditions, that worker is not allowed to return to any placement at any Client facility, regardless of the location that has DNR'd the worker. Without limiting its discretion, such instructions may be based on inadequate work performance, dangerous behavior, intoxication or drug use, or any other legal grounds. While Supplier remains free to continue to employ such person, he or she shall not be permitted to provide further Services on the Client

premises. Supplier shall be responsible to maintain a current and complete list of the names of any candidates or employees that Staff Management has requested not return in any capacity and shall not reassign such persons.

- f) Suppliers shall be responsible for all training and orientation and provide appropriate instruction on processes for calling in, time card management and compliance with all Client policies. In addition, Suppliers shall, prior to the assignment start date, provide for each Temporary Worker an Assignment Confirmation Email, which is a standardized e-mail following an assigned template providing all of the assignment and candidate information.
- g) Staff Management or Client, at its discretion, may terminate any or all Work Order(s) under this SOW at any time by providing written notice to Supplier which specifies the effective termination date. In the event that Staff Management terminates one or more Work Order for its convenience, Staff Management will provide Suppliers payment for services with regard to such Temporary Worker or Workers through the effective termination date. In no event shall Staff Management be obligated to pay for any Services provided or expenses incurred beyond the effective date of termination.

3. Payment and Fees

- a) The VMS captures all time and expense entered via the system and routes them to Client managers for approval. All invoices shall be submitted by Supplier through the VMS. Staff Management will submit a consolidated invoice to Client on a weekly basis for all Suppliers based on approved time and expenses, together with any conversion fees earned during the related period; therefore, Supplier will not be submitting invoices to Client (nor will Supplier need to submit invoices to Staff Management because all invoice information is captured in the VMS). Invoices not submitted through the VMS within 30 days of the date that the Temporary Worker worked and to which the invoice pertains will not be processed for payment and will not be deemed eligible for payment.
- b) In the event the agreement between Client and Staff Management is terminated or expires, this SOW shall terminate (with the exception of provisions specifically designated to survive termination), and Supplier shall be paid in accordance with the applicable terms of the Agreement.
- c) In the event that Supplier engaged in business with Client prior to the Effective Date of the Agreement, Supplier did not previously use the VMS and Supplier is transitioning to the VMS, all invoices for work performed prior to the implementation of the VMS at Client shall be submitted by Supplier directly to Client within thirty (30) days of the implementation date. For purposes of this SOW any such invoices not submitted directly to Client will not be eligible for billing and payment via the VMS.
- d) Supplier will be paid per the terms of Exhibit E of the Agreement as may be amended from time to time.
- e) Staff Management may set off against amounts payable under the Agreement any claim or charge it (or Client) may have against Supplier, including but not limited to claims involving overbilling, fraud (whether committed by Supplier or Temporary Worker), erroneous time claimed by any Temporary Worker, which are not resolved within any given cure period.

- f) Staff Management will pay Supplier in accordance with the pricing rates set forth in Exhibit E for regular and overtime hours. Staff Management's obligation to pay Supplier is contingent upon receipt and clearance of good and sufficient funds from Client with respect to Supplier's invoice.
- g) Supplier agrees to periodic reviews by Staff Management, and to reimburse Staff Management for any overbilling.
- h) Neither Staff Management nor Client shall be responsible for paying Supplier for a Temporary Worker assigned to a Client location that did not have the proper qualifications at the commencement of the assignment, including but not limited to a proper and complete background check. Notwithstanding the foregoing, Supplier must pay its employees in accordance with all applicable laws.

4. General

- a) The term of this SOW commences upon execution and shall remain in effect until terminated in accordance with one of the following:
 - i. the mutual agreement of Staff Management and Supplier;
 - ii. the termination of the Agreement between Client and Staff Management;
 - iii. by Staff Management upon the expiration of 30 calendar days after the delivery to Supplier of written notice to such effect; or
 - iv. By Supplier upon the expiration of 90 calendar days after the delivery to Staff Management of written notice to such effect.
- b) Termination of this SOW shall not relieve Staff Management or Supplier of any obligations hereunder which may have accrued prior to such termination.
- c) This SOW may be executed in counterparts (by original, electronic signature captured in a PDF file or facsimile signature), which together will constitute a single agreement
- d) Supplier acknowledges and agrees to the terms and conditions contained in the SOW including all terms and conditions contained in the Exhibits and Schedules attached thereto.

IN WITNESS WHEREOF, Staff Management Solutions, LLC f/k/a Seaton LLC (d/b/a Staff Management) and **NOOR STAFFING GROUP LLC DBA J.D. & TUTTLE HOSPITALITY STAFFING** have caused this Statement of Work to be executed by duly authorized corporate officers on the date written below.

SUPPLIER
By: J.B. Doner
Name: Jody Doner
Title: President
Date: 03/25/2015

STAFF MANAGEMENT
By: Janice Weiner
Name: Janice Weiner
Title: VP, Global MSP Operations
Date: 3/25/15

EXHIBIT A

CLIENT STANDARDS

This Exhibit A sets forth the Client Standards, and adherence to these Client Standards is critical, in order to maintain the reputation Client has established as a leading provider. Client reserves the right from time to time, to update or otherwise modify the Client Standards, and Client and/or Staff Management shall provide notice of such updates or modifications to the Supplier's address for notice purposes. Client's updates or modifications shall be effective when notice is given under Section 32 of the Agreement to which this Exhibit is attached.

Contents:	
1.	Clothing / Uniforms
2.	Business Associate / HIPAA Compliance
3.	Background Checks
4.	Access to Records

1. Clothing/Uniforms.

Client shall determine the required uniforms or clothing of Temporary Workers. If a Temporary Worker reports for work at any Client Location without the Standard Clothing/Uniform Set (as defined below), or without any other clothing or uniform requirements specified by the Client Location at time of requisition, then Client shall have the right to reject the services of such Temporary Worker without any obligation to pay Supplier, and if requested, Supplier shall provide an appropriate clothed/uniformed Temporary Worker as a replacement within the time frame stated by Client. Unless otherwise specified or specifically told that no specific clothing or uniform is required, all Temporary Workers shall report for work at any Client location wearing slip-resistant shoes, black pants and a white long sleeve button down shirt (the "Standard Clothing/Uniform Set"). If Client does not request a replacement Temporary Worker, or the replacement Temporary Worker does not arrive at the Client Location within the time frame stated, and if Client secures a temporary employee from another source, then Client may deduct the invoice cost of that other temporary employee from Supplier's invoice(s). Additional clothing/uniforms items that are required by Client will be provided by Client, as appropriate, and shall be returned to Client. If an Temporary Worker fails to return such additional clothing/uniforms items, Supplier agrees to reimburse Client for the cost of replacing the unreturned item, and Client at its option, may obtain reimbursement by deducting the cost of the replacement item from Supplier's invoice(s). For security purposes, Temporary Workers at all times shall wear identification badges provided by Client or a Client's client, as applicable.

2. Business Associate / HIPAA Compliance

For the purpose of this Agreement, "Client Confidential Information", i.e. information of Client that is required to be treated by Supplier as confidential, as more fully set forth in Section 13, includes patient information subject to federal, state and local privacy laws, including the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Client agrees to provide HIPAA training, directly

or through a Client's client, on an as needed basis, to any Temporary Worker. Any breach of HIPAA or violation of other applicable privacy laws or regulation by Supplier or any Temporary Worker shall constitute a breach of the Agreement and shall be subject to Supplier's obligations of indemnification under Section 11.

3. Background Checks.

a. To protect the safety and security of Client's employees and Client's client employees, and their property and the property of Client and the Client's client, before Supplier may supply a Temporary Worker to Client, Supplier must perform, through Client's preferred provider, all of the following screenings on the Temporary Worker and any additional screenings that may be required by Client, and without limiting any provision in this Exhibit or the Agreement, Supplier shall order such background checks using Client's preferred vendor, currently Truescreen (subject to change at Client's discretion), at 888-276-8518 and 215-876-6000. Supplier shall establish an account with Client's preferred vendor by entering into an agreement with the vendor, and Supplier shall be responsible for any costs or expenses charged by Client's preferred vendor, to establish an account. Supplier shall be solely responsible for performing all background checks and screenings in compliance with applicable law and regulation, including background notice and disclosure requirements, such as those set forth in the Federal Fair Credit Reporting Act and regulations thereunder and similar state and local laws.

i. Employment history verification and/or reference checks with respect to any employment history on which the Supplier relies to satisfy the qualifications addressed in the Agreement;

ii. Criminal background check using the type of search (state vs. county) as described in Schedule 1 to this **Exhibit A** for each location where the Temporary Worker has lived during the last seven (7) years;

iii. Sexual offender registry check; and

iv. Any other screenings or background checks as Client may require for a particular Temporary Worker placement, including any screenings or requirements that are based on specific legal or Client's client requirements, to the extent consistent with applicable federal, state, and local law, and the baseline screening requirements of each line of business as outlined in Schedule 2 attached hereto. This may include, but is not limited to, drug screening, fingerprinting, motor vehicle record check, credit check, and/or general or specific health screenings. For example, with respect to Temporary Workers supplied to perform services for Client at ARAMARK Healthcare Client Locations, the following are required:

A. 10-panel drug screen

B. Office of Inspector General List of Excluded Individuals (run annually after initial screen)

C. General Services Administration (GSA) Excluded Parties List (run annually after initial screen)

D. Food and Drug Administration (FDA) Debarment List (run annually after initial screen).

Furthermore, if Supplier or any Temporary Worker supplied to perform services for Client is at any time during the term of the Agreement excluded from

Medicare, Medicaid or any other Federal health care program, or comparable other Federal program, then Supplier shall notify Client immediately, and Supplier shall not then supply that Temporary Worker to perform services for Client at any Client Location, without the specific written authorization of Client.

v. In addition, for any Temporary Worker who will be assigned to perform services for Client where one of the responsibilities of the Temporary Worker is to drive a motor vehicle:

A. Supplier must ensure that the Temporary Worker has a current and valid United States driver's license appropriate to the driving that the Temporary Worker will be doing, including a Commercial Driver's License, if appropriate. The driver's license must be current and valid as of the first day the Temporary Worker is provided to Client and for each and every day thereafter that the Temporary Worker is so provided.

B. Supplier shall order a motor vehicle record history using Client's preferred vendor. Supplier shall establish an account with Client's preferred vendor as set forth above. The motor vehicle record history will be returned with a score. Because of the driving risk presented by any Temporary Worker with a Truescreen motor vehicle record history score greater than 5, Supplier may provide to Client to perform services for Client, only those Temporary Workers who receive a score of 5 or less on their motor vehicle record history. For the avoidance of doubt, if Client changes its preferred vendor from Truescreen to another, adds a vendor or adjusts the scoring, then the new vendor's scoring, or the adjusted scoring, that is comparable, shall be applied to the prior sentence.

C. If the Temporary Worker will be operating a commercial motor vehicle (i.e., a motor vehicle subject to regulation by the U.S. Department of Transportation), Supplier must ensure that the Temporary Worker has a valid and current medical certification, as required by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration.

D. If the Temporary Worker will be operating a commercial motor vehicle (i.e., a motor vehicle subject to regulation by the U.S. Department of Transportation) that must be driven by an individual with a Commercial Drivers License, Supplier must ensure that the Temporary Worker has passed a drug and alcohol test that complies with the requirements of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration.

b. With regard to any Temporary Worker, with the exception of Healthcare and K-12 Lines of Business, who is assigned to a requisition in which the Temporary Worker will work at a Client Location the lesser of (a) 45 hours or (b) five (5) assignments over a one (1) year period, the required background check for that Temporary Worker will be limited to the following: (1) National Database check; (2) sex offender registry check; (3) additional checks required by the Client; and (4) any checks required by state and federal law. If the Temporary Worker continues to work at an

Aramark Location beyond 45 hours or 5 assignments during a one year period, Supplier shall be required to conduct a more complete background check, as set forth in the paragraphs above. Temporary Workers assigned to Healthcare and K-12 Lines of Business will require the complete required background checks regardless of hours or assignments worked.

c. Once a request for a background check has been submitted to Client's preferred vendor, the vendor will notify Supplier directly as to whether the background check has resulted in a "pass" or "review." If the Temporary Worker passes the background check, Supplier may assign that Temporary Worker to the Client location. If the background check results in a "review" status, Staff Management shall review the results of the background check and communicate with Supplier as to whether the Temporary Worker may be assigned to a Client location.

d. Supplier shall not supply to Client to perform services for Client, any Temporary Workers who fail a required drug screening or who fail a general or specific health screening.

e. A new background check must be completed for any Temporary Worker who has not worked at a Client location in the past 12 months, even if a background check had previously been conducted for a past assignment. =.

f. Upon request, Supplier will (i) confirm that it has complied with the background check requirements described in this Section and (ii) provide copies of any and all required background checks. If Client requests that the background checks be sent with all personally identifying information redacted, Supplier will comply with this request. Supplier shall obtain the required consent(s) from Temporary Workers that would allow for the sharing of all such information with Staff Management and Client. Supplier shall be responsible for complying with all obligations under the Federal Fair Credit Reporting Act and any other applicable federal, state or local law related to background checks. Client shall have no responsibility to any Temporary Workers with respect to these laws.

g. The parties acknowledge that there may be a gap period in which the background check process described above has not been fully implemented by Staff Management and Truescreen. Until Staff Management has entered into an agreement with Truescreen and Supplier has been notified that all background checks must be run through Truescreen and reviewed by Staff Management and Suppliers enters into its own agreement with Truescreen, Supplier shall use a background check provider of its choice to run all applicable background checks set forth in a requisition and outlined above. Supplier shall be responsible for reviewing the results of each background check as set forth below. Staff Management reserves the right to update the background check requirements set forth in this Exhibit at any time, upon notice to Supplier.

1. If a Temporary Worker appears on a sexual offender registry or if the Temporary Worker's criminal background check (including any fingerprinting results) shows one or more criminal convictions extending back to age 18, then Supplier shall individually review and analyze the sexual offender registry information and criminal background check and consider all relevant factors consistent with applicable federal, state and local law, including but not limited to the nature and gravity of the offense or offenses, the time that has passed since the conviction and/or completion of the sentence, the age of the applicant at the time of the offense, any evidence of good conduct or rehabilitation, and the nature of the responsibilities the Temporary Worker would have performing

services for Aramark. In doing so, Supplier will balance the interest in placing the Temporary Worker with Aramark against the risk the Temporary Worker would present to Aramark, Aramark Clients and Aramark's customers were he or she to be supplied to perform services for Aramark. In performing this analysis, Supplier shall employ the following principles:

- i. *Violent crimes including assault/simple assault, aggravated assault, rape, crime with a weapon, robbery, murder and arson* – Any Temporary Worker with one or more convictions for a violent crime since age 18 shall be deemed to present a severe risk to Aramark, Aramark Clients and its customers. Such Temporary Workers shall be supplied to Aramark only if Supplier determines, based on a complete analysis of the background check and any related information, that the risk posed by the Temporary Worker to Aramark, Aramark Clients and Aramark's customers is not unreasonable.
- ii. *Property crimes including theft, petty theft, identity theft, larceny, burglary, embezzlement, forgery, counterfeiting and fraud* – Any Temporary Worker with one or more convictions for a property crime shall be deemed to present a severe risk to Aramark, Aramark Clients and its customers with respect to any position that has unsupervised access to significant cash and/or inventory (for example, a position with access to, or custody of, an Aramark cash room operation, access to a safe, access to deposit monies and/or access to significant inventory (warehouse)). For positions with unsupervised access to some cash and/or inventory (for example, a cashier), one or more convictions for property crimes shall be deemed to present some risk to Aramark, Aramark Clients and Aramark's customers and such Temporary Workers shall be supplied to Aramark only if Supplier determines, based on a complete analysis of the background check and any related information, that the risk posed by the Temporary Worker to Aramark, Aramark Clients and Aramark's customers is not unreasonable.
- iii. *Drug offenses including convictions for (i) manufacturing, selling or distributing, and/or (ii) possession of illegal drugs* – Aramark generally does not deem individuals with convictions only for drug offenses to present an unreasonable risk to Aramark, except in particular situations – for example, when working with a vulnerable population. For Temporary Workers whose criminal background check shows convictions only for drug offenses, Supplier shall perform a complete analysis of the background check and any related information and may supply such Temporary Workers to Aramark, provided that it determines the risk posed by the Temporary Worker to Aramark, Aramark Clients and Aramark's customers is not unreasonable.
- iv. *Criminal convictions where applicable federal, state or local law precludes employment* – Federal, state and/or local law may preclude employment of persons convicted of certain crimes. These laws may be industry-specific (e.g., financial industry) or may be predicated on access to a vulnerable population (e.g., healthcare or primary education), among other things. If a Temporary Worker is precluded by applicable law from working within particular industries or with certain constituencies, it would present an unreasonable risk to Aramark for Supplier to provide such Temporary Workers to Aramark where such assignments would be in violation of applicable federal, state or local law. Likewise, Supplier must comply with applicable Aramark Client requirements to the extent that such requirements are consistent with all applicable federal, state and local laws.

2. Supplier may supply to Aramark any Temporary Workers whose sexual offender registry information and/or criminal background check is reviewed and analyzed in accordance with the

provisions above and who are determined by Supplier not to pose an unreasonable risk to Aramark, Aramark Clients and Aramark's customers.

3. Upon request, Supplier will (i) confirm that it has complied with the background check requirements described in this Section and (ii) provide copies of any and all required background checks. If Aramark requests that the background checks be sent with all personally identifying information redacted, Supplier will comply with this request. In addition, upon request, Supplier will provide to Aramark information regarding the analysis Supplier performed with respect to any criminal background checks of Temporary Workers either supplied to Aramark or considered for supply to Aramark. If information regarding this analysis is not retained in writing, Supplier shall make available to Aramark immediately upon request a representative to explain verbally the analysis that was done. Supplier shall be responsible for complying with all obligations under the Federal Fair Credit Reporting Act and any other applicable federal, state or local law related to background checks. Aramark shall have no responsibility to any Temporary Workers with respect to these laws.

4. Access to Records.

In order to comply with the Federal Social Security Act and regulations thereunder, during the Term of this Agreement and for a period of four years thereafter, Supplier agrees to make available to the Secretary of Health and Human Services, the U.S. Comptroller General, or any of their duly authorized representatives this Agreement and all supporting books, documents, and records to the extent necessary to verify Client's payments under this Agreement. If Supplier carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, then the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records.

h. Staff Management and/or Client reserve the right to update the background check requirements set forth in this Exhibit at any time, upon notice to Supplier.

SCHEDULE 1 TO EXHIBIT A**Criminal Background Check Search Requirements by State**

State	Search Requirement
Alabama	Statewide Search
Alaska	Statewide Search
Arizona	County Search
Arkansas	Statewide Search
California	County Search
Colorado	Statewide Search
Connecticut	Statewide Search
Delaware	County Search
Florida	Statewide Search
Georgia - complete	Statewide Search
Georgia - limited	Statewide Search
Hawaii	Statewide Search
Idaho	County Search
Illinois	County Search
Indiana	Statewide Search
Iowa	Statewide Search
Kansas	Statewide Search
Kentucky	Statewide Search
Louisiana	County Search
Maine	Statewide Search
Maryland	County Search
Massachusetts	County Search
Michigan	Statewide Search
Mississippi	County Search
Minnesota	Statewide Search
Missouri	Statewide Search
Montana	Statewide Search
Nebraska	Statewide Search
Nevada	County Search
New Hampshire	County Search
New Jersey	Statewide Search
New Mexico	County Search
New York	Statewide Search
North Carolina	Statewide Search
North Dakota	Statewide Search
Ohio	County Search
Oklahoma	Statewide Search
Oregon	Statewide Search
Pennsylvania	County Search
Rhode Island	County Search
South Carolina	County Search
South Dakota	Statewide Search
Tennessee	County Search
Texas	Statewide Search
Utah	County Search
Vermont	County Search

Virginia	County Search
Washington	Statewide Search
West Virginia	County Search
Wisconsin	County Search
Wyoming	County Search

Schedule 2

Background Check Requirements by Line of Business

Background Check Requirements: It is an Aramark contract requirement that all contract workers have met all baseline pre-screening requirements, prior to working at any Aramark location. Baseline requirements are list below for each Line of Business.

Business Dining, B&I Facilities, Higher Education and Sports and Entertainment: It is an Aramark requirement that all contract workers have a Criminal Background Check (look back to include convictions extending back to the age of 18), Sexual Offender Registry Check, Sanctions Based Check, Past Address Search and Employment History Verification/Reference Check prior to working at any Aramark location.

Parks and Destinations, Refreshment Services and Corporate: It is an Aramark requirement that all contract workers have a Criminal Background Check (look back to include convictions extending back to the age of 18), Sexual Offender Registry Check, Sanctions Based Check, Past Address Search and Employment History Verification/Reference Check and a 5+2 panel drug screen prior to working at any Aramark location.

Education K-12: It is an Aramark requirement that all contract workers have a Criminal Background Check (look back to include convictions extending back to the age of 18), Sexual Offender Registry Check, Sanctions Based Check, Past Address Search and Employment History Verification/Reference Check and a 5+2 panel drug screen and K-12 fingerprinting prior to working at any Aramark location. (In PA Child Abuse clearance, PA PATCH, and TB testing; TB Testing required.) ****PLEASE NOTE**** Prior to workers starting at an Aramark location, the supplier must complete the Background Requirements Checklist Form and upload to IQN to verify that each background check as stated for K-12/Healthcare has been conducted.

Healthcare Hospitality: It is an Aramark requirement that all contract workers have a Criminal Background Check (look back to include convictions extending back to the age of 18), Sexual Offender Registry Check, Sanctions Based Check, Past Address Search and Employment History Verification/Reference Check, a 7+2 panel drug screen, , and TB screening prior to working at any Aramark location. ****PLEASE NOTE**** Prior to workers starting at any Aramark location, the supplier must complete the Background Requirements Checklist Form and upload to IQN to verify that each background check as stated for K-12/Healthcare has been conducted.

Healthcare Technologies: It is an Aramark requirement that all contract workers have a Criminal Background Check (look back to include convictions extending back to the age of 18), Sexual Offender Registry Check, Sanctions Based Check, Past Address Search and Employment History Verification/Reference Check, a 10+2 panel drug screen, and TB screening prior to working at any Aramark location. ****PLEASE NOTE**** Prior to workers starting at any Aramark location, the supplier must complete the Background Requirements Checklist Form and upload to IQN to verify that each background check as stated for K-12/Healthcare has been conducted.

Corrections: It is an Aramark requirement that all contract workers have a Criminal Background Check (look back to include convictions extending back to the age of 18), Sexual Offender

Registry Check, Sanctions Based Check, Past Address Search and Employment History Verification/Reference Check prior to working at any Aramark location.

Facilities Job Codes (e.g. Custodial Positions): Regardless of the LOB, all Facilities Job Codes should be subject to a 5+2 panel drug screen.

Location Requirements: Some locations may require additional background checks for contract workers at those locations. Hiring managers must identify any additional background checks from the list below. Additional Background Checks should be requested only if they are required per your client contract or applicable state/local law. Additional charges will apply. Agencies are responsible for ensuring that the additional background checks are run, along with the other required background checks identified above.

Additional Background Check Requirements:

- 10+2 -panel drug screen
- 5+2 -panel drug screen
- 7+2 -panel drug screen
- Commercial Motor Vehicle Medical Certification
- CORI (Massachusetts ONLY)
- Credit Check
- Criminal Background Check (10 years look back)
- Criminal Background Check (>10 years – contact CLPO)
- FDA Debarment List
- GSA Excluded Parties List
- Healthcare Fingerprinting
- Healthscreening – Flu Screening
- Healthscreening – Hep-B Screening
- Healthscreening – Measles, Mumps, Rubella
- Healthscreening – Tdap Screening
- Healthscreening – Varicella Screening
- K-12 Fingerprinting
- Motor Vehicle Records Check
- OIG List of Excluded Individuals
- Other (Contact CLPO)
- PA PATCH

Exhibit B

Client Data Security Requirements

- 1) Supplier shall implement, maintain and monitor a comprehensive, written data security program that imposes industry best standards for security (including encryption) on all parts of Supplier's organization that obtain, collect, store (including, without limitation, on portable devices and on any device that is transported outside of the physical or logical controls of Supplier), use, transfer, transmit or send (including, without limitation, wirelessly and across public networks), have access to, or otherwise are exposed to, Client or Client Information, Intellectual Property owned by Client or any Personal Data (as defined below) (collectively, "Client Data"). Supplier will identify in writing and make available, upon request, to Client the system security standards and documented processes used to reasonably secure Supplier's systems. Supplier will meet the applicable minimum security and privacy standards of International Standard ISO 27000 series. "Personal Data" means any information that identifies or can be used to identify an individual that is provided to, or obtained, used, accessed, maintained or otherwise handled by, Supplier in connection with the performance of services under this Agreement.
- 2) Supplier shall at all times comply with and treat Client Data in accordance with (a) all national, international, provincial, state and local laws and regulations relating to the protection of information that identifies or can be used to identify an individual that apply with respect to Supplier's handling of Client Data (collectively, "Data Protection Requirements"), (b) the requirements of this Exhibit B and (c) Client's and its affiliates' policies, standards, procedures and guidelines relating to privacy, information protection, and data and systems security.
- 3) Supplier shall hold Client Data in strict confidence and shall not disclose any Client Data to any third party, firm or enterprise (including affiliates) or use (directly or indirectly) any Personal Information (as defined below) for any purpose other than as specifically directed by Client in writing. In addition, Supplier shall not physically transfer Client Data to, or allow access to Client Data by, its employees or Personnel in any additional location without the prior written consent of Client. To the extent that Client consents in writing to the Supplier's disclosure of Client Data to a third party, prior to any such disclosure Supplier shall enter into a written agreement with such third party that imposes obligations on such third party that are at least as broad in scope and restrictive as those contained in this Agreement and Supplier shall remain at all times accountable and responsible for the all actions by such third party with respect to such disclosed Client Data. Supplier shall make Client Data available only to its employees who have a legitimate business need to access the Client Data, who are bound by legally enforceable confidentiality, privacy and data security obligations at least equivalent to those provided in this Agreement, and who have received training in information security and the handling and processing of Client Data.

- 4) At no time shall Supplier acquire any ownership, license, rights, title or other interest in or to Client Data, all of which shall, as between Client and Supplier, be and remain the proprietary and confidential information of Client. Supplier shall not use Client Data for its own purposes or for the purpose of any Supplier affiliate or third party.
- 5) Supplier represents and covenants that it will ensure that no viruses or any other malicious intrusions are coded into the systems or networks used to provide the services by Supplier or by any third parties. Supplier agrees that Supplier shall implement and maintain current industry state-of-the-art anti-virus measures to detect, prevent and remove computer viruses and/or other contaminants designed to damage, alter, delete, disable, or permit unauthorized access to, Client's databases, systems, equipment or property to or from Supplier's equipment, and to prevent the spread of computer viruses between the parties which access or exchange data or software through any network connectivity. If a virus or other contaminant is found to have been coded or otherwise introduced into the systems used to provide the services, Supplier will assist Client at no additional charge in removing the effects of the virus and, if the virus causes a loss of operational efficiency or loss of data, assist Client to mitigate and restore those losses. All Supplier connectivity to Client's computing systems and networks and all attempts at the same shall be only through Client approved methods, and Supplier shall not tamper with, compromise, or attempt to circumvent any physical or electronic security or audit measures employed by Client or its affiliates in the course of Client's or its affiliates' business operations. Client may perform periodic security assessments of its computing systems and networks. Supplier agrees that should any assessment reveal inadequate security by Supplier, Client, in addition to all other remedies available, may suspend Supplier's access to Client's computing systems and networks until such inadequate security has been appropriately addressed. Any such suspension shall not be considered a breach under this Agreement.
- 6) Supplier shall institute strict physical and logical security controls to prevent transfer of Client Data in any form of media without the prior written approval of Client. Supplier facilities that process Client Data shall be housed in secure areas and protected by perimeter security such as access controls that provide a physically secure environment from unauthorized access, damage, and interference. Vendor shall not move or change the physical location where Client Data is processed, without the prior written consent of Client.
- 7) To the extent Supplier disposes of any paper, electronic or other record containing Client Data, Supplier shall do so by taking all reasonable steps to destroy such Client Data by: (a) shredding; (b) permanently erasing and deleting; (c) degaussing; or (d) otherwise modifying the Client Data in such records to make it unreadable, unreconstructable and indecipherable.
- 8) Supplier shall promptly notify Client in writing within 24 hours if it becomes aware of any potential or actual unauthorized disclosure, access to, acquisition of or other loss or use of Client Data ("Data Security Breach"), including any act of dishonesty or breach of trust committed against Client, which may involve Supplier Personnel, Temporary Worker or any agent or subcontractor of Supplier. In the event of a Data

Security Breach, Supplier will promptly and fully investigate and resolve any such Data Security Breach at no additional cost to Client. Supplier shall develop and implement a remediation plan, consistent with generally accepted industry standards, to remedy any effects of the Data Security Breach and to address, on a going-forward basis, potential issues related to the Data Security Breach, including any notification that Client may be required by law or may determine appropriate to send to individuals impacted or potentially impacted by the Data Security Breach. Supplier shall fully cooperate, assist and support Client in the event of any investigation by a regulator, including, without limitation, a data protection regulator, or similar authority, if and to the extent that such investigation relates to Client Data under this Agreement. The remedies in this Exhibit B shall be in addition to all other remedies available under applicable law.

- 9) Upon termination or expiration of this Agreement for any reason, or upon request by Client, Supplier shall immediately cease to process and otherwise handle Client Data and shall promptly return to Client all Client Data or, at the election of Client (in its sole discretion), destroy the same in accordance with the instructions given by Client. The obligations set forth in this Exhibit B shall survive the termination or expiration of this Agreement.

Exhibit C
Service Level Agreements – Staffing Service Metrics

Specification	Target
Rate Compliance <ol style="list-style-type: none"> 1. Definition: Percentage of candidate submissions are within Client established rate card range, excluding exceptions granted by Client exception process. 2. Formula: Number of assignments worked during the measurement period with bill rates beyond the NTE bill rates as per contract. Exceptions are tracked separately, showing proper Client approval. 	100%*
Qualified Response Rate <ol style="list-style-type: none"> 1. Definition: Percentage of candidates submitted are deemed qualified by hiring manager. 2. Formula: Solely dependent upon hiring manager's evaluation. All non-responses will be deemed acceptable. 	70%*
Client Satisfaction <ol style="list-style-type: none"> 1. Definition: Percentage of Temporary Workers that perform at a satisfactory level according to hiring manager based on client reviews. 2. Formula: MSP will develop and conduct survey of users to determine satisfaction. Non responses from managers will be deemed acceptable performance. 	80%*
Delivery Percentage <ol style="list-style-type: none"> 1. Definition: Measure of Supplier's ability to deliver the numbers of employees requested. 2. Formula: Employees delivered / Employees requested 	95%*
On-Time Delivery Percentage (Fill Rate) <ol style="list-style-type: none"> 1. Definition: Measures Supplier's ability to deliver the number of employees requested by the original agreed-upon start date. 2. Formula: Employees delivered by agreed upon start date / Employees requested 	90%*
Negative Turnover <ol style="list-style-type: none"> 1. Definition: Measures Supplier's ability to manage turnover and drive performance. 2. Formula: Number of assignments closed w/ employees removed (self + performance) / Average number of employees 	20%*

Specification	Target
Timecard Submittal <ol style="list-style-type: none"> 1. Definition: Number of timecards submitted subsequent to proper week-ending date (when work was performed) and within a specific time period 2. Formula: Use IQN reporting. 	95%*
Overall Supplier Compliance <ol style="list-style-type: none"> 1. Definition: Suppliers shall comply with the policies and procedures set forth in their Supplier Agreement, work with the VMS application, and comply with resume submissions, rate negotiations, and solicitation of business guidelines. 2. Formula: Staff Management reviews of COI coverage, contingent worker screenings and whether Supplier met or exceeded all other SLA targets. 	100%*
Do Not Return (DNR) Rate <ol style="list-style-type: none"> 1. Definition: Measures Supplier's ability to successfully place workers suitable for repeat assignment. 2. Formula: Number of Employees Requested to Not Return / Average number of employees working <p>Reason examples: Safety violations, company policy, improper work conduct, poor performance.</p>	Not to exceed 5%*

* The Targets above are preliminary. Final service level targets will be issued upon the establishment of baseline data regarding acceptable performance. The parties agree that the final SLA shall be established after a 90 day benchmarking period.

Specifications	Target
<p>Unless another time period is specified, Suppliers will be monitored and tracked on the above Service Level Agreements every quarter from the IQNavigator system of record. Staffing Provider will be monitored and tracked on the above Service Level Agreement for 90 days in order to establish a true bench mark, targets may be adjusted based on actual results.</p>	

Service Credits: Service credits will be issued to Client's account via the Staff Management solution and shall be used to offset future billable services. After consecutive quarters of performance concerns, Client reserves the right to request the following credits.

DNR: Not to exceed the percentage outlined in the table above per Quarter (by location)
If the percentage exceeds established maximum for consecutive quarters, Staff

Management on behalf of Client reserves the right to a service credit equal to 3% of the mark up for those employees DNR'd outside of SLA.

FILL RATE: Client Requested Monthly fill rates must be at the percentage outlined in the table above. If a Supplier's monthly fill rates are below an average of percentage established for two consecutive months, Staff Management on behalf of Client reserves the right to receive from such supplier a service credit equal to 3% of mark-up (per location) for those months outside of SLA.

Failed Compliance Review: In addition to the DNR and Fill Rate service credits, any one or more failure in meeting the services levels within the other categories enumerated above for consecutive quarters shall be a material breach of the Agreement and may result in the immediate termination of the Agreement with Supplier.

Service Level Agreements – IT / Professional Staffing Service Metrics

Specification	Target
Rate Compliance <ol style="list-style-type: none"> 1. Definition: Percentage of candidate submissions are within Client established rate card range, excluding exceptions granted by Client exception process. 2. Formula: Number of assignments worked during the measurement period with bill rates beyond the NTE bill rates as per contract. Exceptions are tracked separately, showing proper Client approval. 	100%*
Client Satisfaction <ol style="list-style-type: none"> 1. Definition: Percentage of Temporary Workers that perform at a satisfactory level according to hiring manager based on client reviews. 2. Formula: MSP will conduct survey of users to determine satisfaction. Non responses from managers will be deemed acceptable performance. 	80%*
Vendor Response <ol style="list-style-type: none"> 1. Definition: Percentage of requisitions that Supplier responds to by submitting a candidate within the measure time period. 2. Formula: Vendor submits candidates on 50% or more requisitions directed to them. 	50%*
Vendor Performance (Qualified Resumes) <ol style="list-style-type: none"> 1. Definition: Percentage of resumes submitted by Supplier that are qualified by the MSP. 2. Formula: 25% or more of all candidates submitted by supplier will be passed to Hiring Manager as qualified. 	25%*
Qualified Response Rate <ol style="list-style-type: none"> 1. Definition: Percentage of candidates submitted are deemed qualified by hiring manager. 2. Formula: Candidates will be qualified based on hiring manager's evaluation on a survey. All non-responses will be deemed acceptable. 	70%*
Vendor Performance (Hire Offers) <ol style="list-style-type: none"> 1. Definition: Percentage of hire offers made to qualified candidates by Supplier. 2. Formula: 20% of qualified candidates are accepted by Hiring Manager. 	20%*
Overall Supplier Compliance	100%*

1. Definition: Suppliers shall comply with the policies and procedures set forth in their Supplier Agreement, work within the VMS application, and comply with resume submissions, rate negotiations, and solicitation of business guidelines.	
2. Formula: Staff Management reviews of COI coverage, contingent worker screenings and whether Supplier met or exceeded all other SLA targets.	
Timecard Submittal	95%*
1. Definition: Number of timecards submitted subsequent to proper week-ending date (when work was performed) and within a specific time period	
2. Formula: Use IQN reporting.	

* The Targets above are preliminary. Final service level targets will be issued upon the establishment of baseline data regarding acceptable performance. The parties agree that the final SLA shall be established after a 90 day benchmarking period.

Specifications	Target
Unless another time period is specified, Suppliers will be monitored and tracked on the above Service Level Agreements every quarter from the IQNavigator system of record. Staffing Provider will be monitored and tracked on the above Service Level Agreement for 90 days in order to establish a true bench mark, targets may be adjusted based on actual results.	

Service Credits: Service credits will be issued to Client's account via the Staff Management solution and shall be used to offset future billable services. After consecutive quarters of performance concerns, Client reserves the right to request the following credits.

Vendor Performance (Qualified Resumes): Client Requested Qualified Resumes must be at the percentage established in the table above. If Supplier's Qualified Resumes falls below the established percentage for consecutive quarters, Staff Management on behalf of Client reserves the right to a service credit equal to 3% of the mark up for those quarters outside the SLA.

Vendor Performance (Hire Offers): Client Requested Hire Offers must be at the percentage established in the table above. If Supplier's Hire Offers falls below the established percentage for consecutive quarters, Staff Management on behalf of Client reserves the right to receive from such supplier a service credit equal to 3% of mark-up (per location) for those quarters outside of SLA.

Failed Compliance Review: In addition to the DNR and Fill Rate service credits, any one or more failure in meeting the services levels within the other categories enumerated above for consecutive quarters shall be a material breach of the Agreement and may result in the immediate termination of the Agreement with Supplier.

EXHIBIT D

AGENCY EMPLOYEE -- NONDISCLOSURE AGREEMENT AND ASSIGNMENT OF INTELLECTUAL PROPERTY

In consideration of the provision by ARAMARK Food and Support Services Group, Inc. and its affiliates ("Discloser") of an opportunity of the undersigned person (the "Agency Employee"), who is an employee of a temporary employment agency contracted to provide services (the "Agency"), to provide services to Discloser, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Discloser and Agency Employee agree, as follows, with intent to be legally bound:

In this Agreement, "**Intellectual Property**" means all works, including literary, pictorial, graphic, sculptural, and architectural works, works of visual art, and other work that may be the subject of copyright protection; advertising and marketing ideas and concepts; information; data; formulae; designs; models; drawings and sketches; computer programs, including all written instructions and documentation; design specifications; flowcharts; trade secrets; and any inventions, including all processes, machines, manufactures, and compositions of matter and any other invention that may be the subject of patent protection, and patents and other statutory protection obtained or obtainable thereon, and domain names and registrations, hypertext, extensible or other markup language, links, email, return or other addresses, such as "cookies", and all data associated with the foregoing. The word "including" means including but not limited to.

Agency Employee hereby assigns to Discloser all right, title and interest in and to all Intellectual Property created in whole or in part by Agency Employee in connection with its services to Discloser, including all copyrights in works (as defined in the US Copyright Act of 1976, as amended), whether or not a "work made for hire" under such Act. Agency Employee agrees that ownership of same will vest solely in Discloser. As to copyrights, this assignment is effective for the entire scope and duration of all copyrights and specifically includes all rights to derivative works and revisions. Agency Employee waives all rights of attribution and integrity for all works created in whole or in part by Agency Employee. Without further compensation, and at Discloser's request, Agency Employee will promptly execute and deliver all documents, including declarations and assignments, required by Discloser to perfect Discloser's right, title, and interest in and to all Intellectual Property.

Agency Employee represents, warrants and covenants that: (a) all works created hereunder will be solely the creation of Agency Employee, and will not infringe any third party's Intellectual Property rights; (b) Agency Employee has full right, power and authority to enter into this Agreement and to assign rights hereunder; and (c) Agency Employee's execution and performance of this Agreement do not conflict with any agreement or obligation of Agency Employee to a third party, including the Agency. Agency Employee will indemnify, hold harmless, and defend Discloser from and against all claims, damages and expenses (including attorney's fees) arising out of Agency Employee's breach of this Agreement, or Agency Employee's acts or omissions.

B. PRICING SCHEDULE

Following is the mark-up rate matrix by Line of Business, Labor Category and Location that applies to Supplier for all hours of work provided by Supplier's Temporary Worker through Staff Management at Client's Location. Supplier Bill Rates will be calculated by applying the mark-up to the Temporary Worker's hourly wage rate. Hourly wage rates are captured in VMS and governed by Staff Management and Client.

[INSERT MATRIX WITH VENDOR MARK-UP INCLUSIVE OF MSP FEE]

LABOR CATEGORY	LOCATION	REGULAR TIME MARK-UP WITH MSP FEE	PAYROLLING MARK-UP WITH MSP FEE
HOSPITALITY	ALL	59.80%	
CLERICAL	ALL	59.80%	
LIGHT INDUSTRIAL	ALL	56.00%	

C. Conversion Fee

In the event Client desires to hire a Temporary Worker currently on assignment with Client or who has provided services to Client within one year from the termination date of the Agreement, Client may require the conversion of the Temporary Worker to Client's payroll by paying a Conversion fee to Supplier in accordance with the following schedule:

IT/Professional Conversion Schedule

Less than 60 days worked: 20% of estimated annual salary
 61 – 120 days worked: 15%
 121-180 days worked: 10%
 181+ days worked: 0%

LI/Clerical/Administrative Conversion Schedule

0 - 160 hours worked: 10% of estimated annual salary
 161+ hours worked: 0%

EXHIBIT E
INVOICING & PRICING

A. Terms & Definitions

The following terms shall have the below definitions throughout this Exhibit, reconciliation statements, and applicable schedules:

1. **Overtime**: Hours worked over those defined by applicable federal or state law or regulation (usually 40 hours/week) in a given work week, or where applicable, work day, for a single non-exempt Temporary Worker.
2. **Bill Rate**: Supplier bill rate based on all Temporary Worker hourly pay rate multiplied by Supplier's mark-up with the MSP Fee (as defined below).
3. **Payment Types**: Payment Types could include items such as expenses, milestone payments (such as tenured type bonuses, if applicable) and bonuses.
4. **Staff Management Service Fee / Managed Service Provider Fee ("MSP Fee") rate**: This percentage fee which is included in Supplier's mark-up and billed to Client shall be deducted by Staff Management from the payment made by Client to Staff Management in connection with Services rendered by Supplier's employees. The Staff Management Service Fee and the VMS fee rates for Supplier performing Services at Client facilities is 2.8%, which Supplier must calculate into its mark-up. Expenses are not subject to the Service Fee rate; however, items such as milestone payments (such as tenured type bonuses, if applicable), bonuses and Conversion Fees (such as temp to hire or direct hire fees, if applicable), which may be mutually negotiated and agreed to in writing between the Parties, are subject to the MSP Fee.
5. **Supplier Reimbursement Rate**: The actual payment made to Supplier less the MSP Fee.
6. **Supplier Overtime Bill Rate**: Regular time bill rate x the Overtime modifier of 1.4. For the sake of clarity, the actual overtime paid to Temporary Workers by Supplier shall comply with all applicable laws.
7. **Supplier Double Time Bill Rate**: Regular time bill rate x the Double-time modifier of 1.8. For the sake of clarity, the actual double time paid to Temporary Workers by Supplier shall comply with all applicable laws.
8. Supplier agrees that, absent fraud, invoices shall be deemed final and not subject to further adjustment by the Supplier thirty (30) days after the ending date for services rendered under the invoice.

9. Unless Temporary Workers are expected by Supplier to submit time directly through the Staff Management Solution, it is the Supplier's responsibility to ensure that all information is received in a timely manner and is accurate and complete. Any incomplete time cards will not be processed and the Supplier will be notified of such. Requests to increase the charges for time or expense due to errors in the original reporting will not be considered and will be rejected if the request is submitted more than 30 days from the ending date for services rendered under a submitted invoice. Supplier will not be paid for time reported more than 30 days after the date those services under the invoice were rendered. In other words, invoices submitted more than 30 days after the date of services rendered under the invoice shall not be subject to reimbursement.
10. All expenses must be pre-approved in writing by Client for purposes of reimbursement. All travel expenses must be pre-approved in writing by Client. All travel and expenses billed are to adhere to Client's Travel and Expense policy and guidelines as the same may be amended from time to time and made available to Supplier.
11. Client's hiring managers will only approve all reasonable documented expenses of Suppliers that comply with Client's expense reimbursement policies as made available to Supplier. If Client's hiring manager needs to review any Supplier or Temporary Worker's expense receipts or other tangible documented expenses, Staff Management will facilitate getting such receipts to the requesting hiring manager; however, Staff Management shall not be responsible for nor shall Staff Management maintain any record of any Suppliers or Temporary Worker's expense receipts or other tangible documented expenses. All expense receipts or other tangible documented expenses shall be the sole property and responsibility of the Supplier and/or Temporary Worker.
12. All fees payable to Staff Management or its Software Affiliates shall be payable directly by the Suppliers in the form of a deduction from the paid invoiced amount. Staff Management's fee for its services as a managed services provider is set forth below and shall be a percentage of the aggregate billings paid to Suppliers (but not including expense reimbursements) ("MSP Fee").
13. Client has agreed to pay Staff Management all invoiced amounts that are not in dispute within thirty (30) days of receipt of such invoice from Staff Management. Unless otherwise provided, payments to Supplier (subject to retention or setoff, if applicable) will be made within five (5) business days of receipt and clearance of good and sufficient funds from Client, and clearance of such funds from Client is a condition precedent to Staff Management's duty to pay Supplier. Supplier acknowledges and agrees that Staff Management shall deduct an MSP Fee from the amounts billed by Supplier in accordance with Section A.4 of this Exhibit E.

Agency Employee agrees that this Agreement creates a confidential relationship between Agency Employee and Discloser. Agency Employee will treat any information supplied by Discloser, as confidential and proprietary to Discloser, and as trade secrets of Discloser. Agency Employee will hold such information in strictest confidence, and will not disclose such information to any third party, and will use such information only to fulfill the terms of this Agreement. These secrecy obligations will not apply to information that is or becomes generally available to the public as a matter of record, and not due to a breach by Agency Employee or a third person to whom such information was entrusted. Agency Employee will safeguard all materials, written or otherwise, which Discloser supplies, or which Agency Employee creates for Discloser, and will not copy or share such materials with any third party. Agency Employee will return such materials and all copies to Discloser, on Discloser's request.


In case of a breach or threatened breach of this Agreement, Agency Employee agrees that the harm suffered by Discloser will not be fully compensable in money damages alone, and accordingly, Discloser will, in addition to other available legal or equitable remedies, be entitled to an injunction against such breach or threatened breach without any requirement to post bond as a condition of such relief, and Discloser shall be entitled to an award of attorney's fees and expenses incurred in enforcing this Agreement. This Agreement is the entire agreement and understanding of Discloser and Agency with respect to the subject matter of this Agreement, and supersedes all prior or contemporaneous discussions, understandings or agreements with respect to the subject matter of this Agreement. Agency Employee specifically represents, warrants and covenants that Agency Employee is of lawful age and has full legal capacity to enter into this Agreement, which is and will be binding upon him or her, and his or her heirs or other personal representatives.

Discloser may assign this Agreement in whole or in part to any third person or entity, and shall provide notice of such assignment to Agency Employee.

Agency consents to, and Agency agrees to cause Agency Employee to strictly comply with, the foregoing terms and conditions.

Agency Employee Name:

Supplier Name:

Signature: 
Print Name: Jody Doner

By: JODY DONER
Title: President

Date: 03/25/2015
Print Home Address:
295 Madison Ave. 14th floor
New York, NY 10017

Date: 03/25/2015
(Authorized Representative of Agency)